

AGENDA
CITY OF CHARLEVOIX CITY COUNCIL MEETING

Tuesday, January 3, 2017 - 7:00 p.m.
City Hall Council Chambers, 210 State Street Charlevoix, Michigan

- 1. Pledge of Allegiance**
- 2. Roll Call**
- 3. Presentations**
- 4. Inquiry regarding conflicts of interest**

5. Consent Agenda

All items listed under Consent Agenda are considered routine and will be enacted by one motion. There will be no separate discussion of these items. If discussion of an item is required, it will be removed from the Consent Agenda and considered separately.

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| A. City Council Meeting Minutes – December 5, 2016 Regular Meeting | PG 1-5 |
| B. City Council Meeting Minutes – December 19, 2016 Regular Meeting | PG 6-14 |
| C. Accounts Payable Check Registers & Payroll Check Registers | PG 15-26 |
| D. Resignation from Downtown Development Authority – John Kurtz | PG 27 |
| E. Set Public Hearing for Ordinance #779 of 2017- Amending certain provisions of Chapter 77: Liquor Licenses | PG 28-35 |

6. Public Hearings & Actions Requiring Public Hearings

7. All Other Actions & Requests

- | | |
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| A. Trademark Properties Building Fire Briefing | PG 36 |
| B. Cantina Restaurant Group, LLC Redevelopment Liquor License Application | PG 37-80 |

8. Reports & Communications

- A. Public Comments
- B. City Manager Comments
- C. Mayor and Council Comments

9. Other Council Business

10. Adjourn

The City of Charlevoix will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting, to individuals with disabilities at the meeting upon one weeks' notice to the City of Charlevoix. Individuals with disabilities requiring auxiliary aids or services should contact the City of Charlevoix Clerk's Office in writing or calling the following: City Clerk, 210 State Street, Charlevoix, MI 49720 (231) 547-3250.

Posted December 29, 2016 - 4:00 p.m.

CITY OF CHARLEVOIX
REGULAR CITY COUNCIL MEETING MINUTES
Monday, December 5, 2016 – 7:00 p.m.
210 State Street, City Hall, Council Chambers, Charlevoix, MI

The meeting was called to order at 7:00 p.m. by Mayor Luther Kurtz.

1. Pledge of Allegiance

2. Roll Call

Mayor: Luther Kurtz
Members Present: Councilmembers Shane Cole, Aaron Hagen, Janet Kalbfell, Tom Oleksy, Leon Perron
Members Absent: Councilmember Shirley Gibson
City Manager: Mark Heydlauff
City Clerk: Joyce Golding

3. Presentations

Carissa Mullaney, Charlevoix Area Community Pool Marketing Coordinator discussed the pool capital campaign project goals, improvements and objectives. She explained that this project is being funded through donations and grants, not the millage.

Anna Boruszewski, Michigan State University forestry student, presented draft findings for the development of a Forestry Management Plan which includes Lake Michigan Beach Forest and Mt. McSaubia Forest and discussed these in depth. City Manager Heydlauff explained the process of moving forward with the proposed plans. Councilmembers asked for and received clarification from Ms. Boruszewski on several items in the presentation including the status of the dune area and the disc golf course. Ken Polakowski, Shade Tree Commission, explained the challenges of preserving the Park Avenue corridor at Lake Michigan Beach Park during the City's future infrastructure improvements in that area and how preservation alternatives were presented.

4. Inquiry Regarding Conflicts of Interest

Mayor Kurtz disclosed that he has a business at the Airport but, Council agreed that he had no conflict with this item [C. Voluntary Airport Quiet Hours Policy].

5. Consent Agenda

All items listed under Consent Agenda are considered routine and will be enacted by one motion. There will be no separate discussion of these items. If discussion of an item is required, it will be removed from the Consent Agenda and considered separately.

- A. City Council Meeting Minutes – November 21, 2016 Regular Meeting
- B. Special Accounts Payable Check Register – November 18, 2016
- C. Special Accounts Payable Check Register – November 28, 2016
- D. Regular Accounts Payable Check Register – December 6, 2016
- E. ACH Payments – November 21, 2016 to December 2, 2016
- F. Payroll Check Register – December 2, 2016
- G. Payroll Transmittal – December 2, 2016
- H. Approve Grand Traverse Band of Ottawa and Chippewa Indians grant applications for Colorado Challenge, Joppa House, Third Day Fellowship, Fire Department Dive Equipment, Police Department Gym Equipment, Recreation Department Lake Michigan Beach Playground Equipment, and Recreation Department Mt. McSaubia/Camp McSaubia Scholarships
- I. Accept resignation of Charles Duerr from the Shade Tree Commission
- J. Schedule a public hearing for December 19, 2016 at 7:00 p.m. in Council chambers regarding the adoption of the 2016 Charlevoix Master Plan

Motion by Councilmember Perron, second by Councilmember Kalbfell, to approve the Consent Agenda.

Yeas: Perron, Cole, Oleksy, Hagen, Kalbfell
Nays: None
Absent: Gibson

6. Public Hearings & Actions Requiring Public Hearings

None.

7. All Other Actions & Requests

- A. Bridge Drop Fireworks Permit
Dan Barron, Bridge Drop Planning Committee, stated that the Committee is again requesting permission to launch fireworks from Depot Beach and described the planned events. This year, they propose displays at both 9 p.m. and midnight. The proposed fireworks professional is the same company who has launched the Venetian Festival fireworks since 1999.

Mayor Kurtz opened the item to public comment. There was no comment, and the item was closed.

Motion by Councilmember Hagen, second by Councilmember Cole, to authorize the Bridge Drop Fireworks Permit for December 31, 2016 with the condition that it may be revoked should the Fire Chief determine weather conditions may cause debris to drift or any other unsafe conditions and authorize the City Manager to sign the Hold Harmless Agreement and all other necessary documents.

Yeas: Perron, Cole, Oleksy, Hagen, Kalbfell
Nays: None
Absent: Gibson

B. Purchase 2016 Ditch Witch Trencher

Electric Superintendent Swem stated that the Electric Department has been looking for a replacement trencher. Ditch Witch is offering a demo machine at a significant discount for a price of \$129,000 and is within budget. He estimated that the old trencher could be sold for \$10,000-\$15,000.

Mayor Kurtz opened the item to public comment. There was no comment, and the item was closed.

Motion by Councilmember Cole, second by Councilmember Oleksy, to authorize the purchase of the Ditch Witch RT120 Trencher for a cost not to exceed \$129,000.

Yeas: Perron, Cole, Oleksy, Hagen, Kalbfell
Nays: None
Absent: Gibson

C. Voluntary Airport Quiet Hours Policy

Airport Manager Myer stated that the Airport Advisory Committee and City Council were presented with a petition regarding aircraft noise issues during the late evening and early morning. To address citizen concerns, the Committee recommended initiating a voluntary quiet hour's program for the Airport. She stated that she and the City Manager held a conference call with the FAA, who indicated it would violate our grant assurances to close the Airport overnight, but that we could recommend pilots consider noise when landing in calm winds overnight.

Airport Manager Myer indicated that a letter will be sent to pilots explaining the policy: "The established voluntary quiet hours will be 11:00 p.m. to 7:00 a.m. daily and during these times, pilots and operators are encouraged to limit their flights so that people in the neighboring community are not disturbed during sleeping hours." She stated that a complaint process will be implemented as well.

Mayor Kurtz opened the item to public comment.

Brenda Bryan questioned how many people actually land during the overnight hours. Airport Manager Myer explained that they do not have an accurate count at this time and fines for violators are not permitted.

The item was closed to the public.

Motion by Councilmember Oleksy, second by Councilmember Kalbfell, to approve the Voluntary Quiet Hours Policy as presented and authorize the mailing of letters, updating of the City website, and other communication methods to disseminate this information.

Yeas: Perron, Cole, Oleksy, Hagen, Kalbfell
Nays: None
Absent: Gibson

D. Mayoral and Council Appointments

The following list includes Council member vacancies which expire this month:

- Board of Review – current Councilmember Leon Perron, Council appointment
- Board of Review – Councilmember Vacancy, Council appointment
- Charlevoix Community Pool Recreation Authority – Councilmember Vacancy, Mayoral appointment/Council approval

Motion by Councilmember Cole, second by Councilmember Oleksy, to re-appoint Councilmember Perron to the Board of Review, term expiring December 2017.

Yeas: Cole, Oleksy, Hagen, Kalbfell
Nays: None
Absent: Gibson
Abstain: Perron

Motion by Councilmember Hagen, second by Councilmember Cole, to appoint Councilmember Kalbfell to the Board of Review, term expiring December 2017.

Yeas: Perron, Cole, Oleksy, Hagen
Nays: None
Absent: Gibson
Abstain: Kalbfell

Motion by Councilmember Cole, second by Councilmember Perron, to appoint Councilmember Kalbfell to the Charlevoix Community Pool Recreation Authority (no term).

Yeas: Perron, Cole, Oleksy, Hagen
Nays: None
Absent: Gibson
Abstain: Kalbfell

8. Reports & Communications

A. Public Comments None.

B. City Manager Comments

City Manager Heydlauff updated Council on two bill packages pending in Lansing: the first being retiree insurance for municipalities which does not apply to the City as we do not offer insurance for our retirees; the second involves additional reporting requirements for the DDA and TIF districts.

On November 28, City Manager Heydlauff submitted the state required Economic Vitality Incentive Program documents in order to qualify for \$175,000 of revenue sharing.

He thanked the Chamber, merchants, and restaurants for participating in the Open House and he encouraged folks to patronize the Live Life Local shopping campaign.

Congratulations were extended to the Charlevoix Hospital Foundation for a great Holly Daze fundraiser at Castle Farms.

C. Mayor & Council Comments

Mayor Kurtz recalled that during his campaign he discussed how Council interacts amongst themselves and with the public. He suggested that now may be a good time to hold a workshop or training to improve communication. Goal setting and follow through was also discussed. Council agreed and City Manager Heydlauff will bring some options back to Council in a couple of weeks.

9. Other Council Business

None.

10. Adjourn

The Mayor stated if there were no objections, the meeting would adjourn. There were no objections. Meeting adjourned at 7:58 p.m.

Joyce M. Golding	City Clerk	Luther Kurtz	Mayor
Special Accounts Payable – 11/18/2016			
AT&T	1,692.23	METLIFE SMALL BUSINESS CENTER	715.78
AT&T MOBILITY	86.90	PRIORITY HEALTH	37,338.03
CHARLEVOIX STATE BANK	2,695.05	VERIZON WIRELESS	56.72
DELTA DENTAL	3,444.14	VISION SERVICE PLAN	507.57
GREAT LAKES ENERGY	191.99	TOTAL	46,728.41
Special Accounts Payable – 11/28/2016			
LYNDESEY J. DOTSON)	1,500.00	TOTAL	1,500.00
Regular Accounts Payable – 12/06/2016			
AIRGAS USA LLC	63.22	B & L SOUND INC	210.92
AIS CONSTRUCTION EQUIPMENT	668.84	BANDIT INDUSTRIES INC	998.22
ALL-PHASE ELECTRIC SUPPLY CO.	55.62	BARUZZINI GENERAL CONTRACTORS	2,750.00
ARCADIA BENEFITS GROUP INC	25.00	BEAR EARTH HERBALS	102.00
AT&T LONG DISTANCE	36.52	BEJO DE CHOCOLAT LLC	14.00

BILL'S FARM MARKET	2,082.50	LOUIS A. HOFFMAN NURSERY INC	31,801.00
BIOTECH AGRONOMICS INC	34,375.00	MAYER, SHELLEY L.	41.00
BLUETARP FINANCIAL	39.99	MCCI	950.00
BRADFORD'S	56.35	McGINN, KELLY	41.00
CHARLEVOIX COMMUNITY SHOPPER	184.00	MDC CONTRACTING LLC	1,225.92
CHARLEVOIX TOWNSHIP	15.23	MITCHELL GRAPHICS INC.	290.00
CHEMICAL SYSTEMS INC.	1,952.00	MYER, ELIZABETH A.	41.00
CINTAS CORPORATION	86.01	NORTH COUNTRY CRITTERS	14.00
CINTAS CORPORATION #729	44.33	NORTHERN FIRE & SAFETY INC.	40.00
COOK FAMILY FARMS	136.00	NORTHERN MICHIGAN REVIEW INC.	757.05
CREWS, KEN	57.72	NORTHERN PUMP SERVICE INC.	522.00
DCASSESSING SERVICES	4,371.08	NORTHWEST DESIGN GROUP	4,367.25
DeROSIA, PATTY	41.00	OLSON BZDOK & HOWARD	272.90
DOAN, GERARD	41.00	PANOFF, ZACH	41.00
DOTSON, LINDSEY J.	41.00	PARASTAR INC.	1,917.28
EAST JORDAN FAMILY HEALTH CTR	126.00	PLUNKETT & COONEY	2,060.00
EJ USA INC.	180.48	POND HILL FARM LLC	82.00
ELLIOTT, PATRICK M.	41.00	POWER LINE SUPPLY	815.58
EMERGENCY MEDICAL PRODUCTS INC	504.16	PREFERRED WASTE 2 LLC	120.00
ERIE MARKING INC	161.74	PREIN & NEWHOF	12,429.39
EVANS, HAL	41.00	PROVIDENCE FARM LLC	143.00
EYES ONLY MEDIA LLC	258.40	R & R PRODUCTS INC	307.62
FARMER WHITE'S	109.00	REHMANN-ROBSON & CO	7,952.46
FASTENAL COMPANY	251.93	ROLOFF, ROBERT	41.00
FERGUSON ENTERPRISES #2000	1,517.82	RUSTIC BAKER	64.00
FISHER SCIENTIFIC	513.96	S&W HEALTHCARE CORPORATION	407.42
GELDERBLOM, PAUL	50.00	SECURITY SANITATION INC.	95.00
GERBER HOMEMADE SWEETS	13.00	SHORELINE POWER SERVICES INC.	5,819.00
GINOP SALES INC	103.74	SIEGRIST, DAVID	5.00
GOLDING, JOYCE	41.00	SITE PLANNING DEVELOPMENT INC	250.00
GRP ENGINEERING INC.	882.29	SOCIETY FOR HUMAN RESOURCE MGT	175.00
HAMILTON ELECTRIC COMPANY	498.00	SPECTER INSTRUMENTS	495.00
HANKINS, SCOTT	41.00	STATE OF MICHIGAN	435.00
HEADY, KATE	96.39	SWANSON K & D INC	400.00
HEALTH CARE LOGISTICS	113.64	SWEM, DONALD L.	41.00
HEID, THOMAS J.	41.00	TAYLOR RENTAL	342.50
HEYDLAUFF, MARK L	41.00	THE LAKE HOUSE	650.35
HOLIDAY COMPANIES	4,904.01	TIME EMERGENCY EQUIPMENT	77.30
J & B MEDICAL SUPPLY INC.	97.36	TRI-COUNTY EXCAVATING GROUP	24,000.00
J & J GARAGE DOOR SERVICE INC.	160.00	ULINE	126.15
JACK DOHENY SUPPLIES INC	70.99	USA BLUE BOOK	630.26
KIRINOVIC, THOMAS	41.00	VANDENBELDT, JON	88.00
KLOOSTER, ALIDA K.	41.00	VILLAGE GRAPHICS INC.	95.60
KODIAK EMERGENCY VEHICLES	245.73	WELLER, LINDA	41.00
KSS ENTERPRISES	367.75	WORK & PLAY SHOP	618.43
LAKE FOREST BAKING COMPANY	122.00	WURST, RANDALL W.	41.00
LAKE SHORE TIRE & AUTO SERVICE	316.75	WYMAN, MATTHEW A.	41.00
LIPSHAW, JEFF	55.00		
LONG DAY COFFEE LLC	29.00		
		TOTAL	161,735.15

ACH Payments - 11/21/2016 to 12/02/2016

MI PUBLIC POWER AGENCY	17,757.64	STATE OF MI (WITHHOLDING TAX)	4,420.80
MI PUBLIC POWER AGENCY	283,708.31	VANTAGEPOINT (401 ICMA PLAN)	699.94
MI PUBLIC POWER AGENCY	9,053.28	VANTAGEPOINT (457 ICMA PLAN)	12,649.59
IRS (PAYROLL TAX DEPOSIT)	30,534.27	VANTAGEPOINT (ROTH IRA)	911.53
ALERUS FINANCIAL (HCSP)	420.00	TOTAL	360,155.36

Payroll Net Pay - Pay Period Ending 11/26/2016 (Paid 12/02/2016)

WELLER, LINDA JO	1,463.42	McGINN, KELLY A.	1,563.31
HEYDLAUFF, MARK L.	2,396.23	DOAN, GERARD P.	1,558.54
GOLDING, JOYCE M.	1,082.62	SCHLAPPI, JAMES L.	1,231.30
DEROSIA, PATRICIA E.	644.74	UMULIS, MATTHEW T.	1,557.21
LOY, EVELYN R.	1,049.78	HANKINS, SCOTT A.	1,609.39
KLOOSTER, ALIDA K.	1,735.26	ORBAN, BARBARA K.	1,505.19
GOLOVICH, KAREN J.	966.91	TRAEGER, JASON A.	1,432.23
SPENCLEY, PATRICIA L.	1,194.55	FlickEMA, ANDREW M.	2,052.01
PANOFF, ZACHARY R.	1,169.52	MATELSKI, KIMBERLY A.	1,143.04
MILLER, FAITH G.	66.53	ROLOFF, ROBERT P.	1,674.13
LEESE, MERRI C.	389.77	RILEY, DENISE M.	416.23

WURST, RANDALL W.	1,009.92	DOAN, GERARD P.	523.60
MAYER, SHELLEY L.	1,949.21	SCHLAPPI, JAMES L.	310.76
HILLING, NICHOLAS A.	1,520.12	UMULIS, MATTHEW T.	176.99
MEIER III, CHARLES A.	1,111.42	HANKINS, SCOTT A.	423.38
ZACHARIAS, STEVEN B.	1,160.51	ORBAN, BARBARA K.	85.23
EATON, BRAD A.	1,727.83	ROLOFF, ROBERT P.	423.38
WILSON, TIMOTHY J.	2,552.47	RILEY, DENISE M.	86.75
LAVOIE, RICHARD L.	1,437.61	WURST, RANDALL W.	347.45
STEVENS, BRANDON C.	2,023.24	MAYER, SHELLEY L.	257.35
DRAVES, MARTIN J.	1,700.82	HILLING, NICHOLAS A.	159.70
BROWN, STEPHANIE C.	1,041.41	MEIER III, CHARLES A.	89.35
ELLIOTT, PATRICK M.	1,961.50	SWEM, DONALD L.	152.74
SCHWARTZFISHER, JOSEPH L.	1,165.14	SWEM, DONALD L.	1,833.32
BRADLEY, KELLY R.	1,275.29	EATON, BRAD A.	138.91
HART II, DELBERT W.	1,437.04	WILSON, TIMOTHY J.	89.35
JONES, ROBERT F.	1,206.32	LAVOIE, RICHARD L.	89.35
DORAN, JUSTIN J.	1,597.02	STEVENS, BRANDON C.	89.35
MANKER JR, DAVID W.	456.02	WHITLEY, ANDREW T.	1,566.45
BECKER, MICHAEL S.	505.87	BROWN, STEPHANIE C.	170.45
MCGHEE, ROBERT R.	953.42	ELLIOTT, PATRICK M.	182.74
STEWART, SAMUEL D.	177.35	MORRISON, KEVIN P.	393.52
KIRINOVIC, THOMAS F.	505.26	MORRISON, KEVIN P.	941.39
BITELY, KATHERINE A.	355.63	SCHWARTZFISHER, JOSEPH L.	310.76
CRANDELL, ZACKARY R.	364.64	HODGE, MICHAEL J.	385.52
BOSS, BEAU J.	440.18	HODGE, MICHAEL J.	1,447.96
HEID, THOMAS J.	1,272.05	BRADLEY, KELLY R.	140.45
MASSON, DONALD J.	258.43	JOHNSON, STEVEN P.	255.68
MYER, ELIZABETH A.	1,881.11	JOHNSON, STEVEN P.	1,026.90
VANLOO, JOSEPH G.	462.32	JONES, ROBERT F.	85.23
WYMAN, MATTHEW A.	993.04	BISHAW, JAMES H.	510.15
SCHRADER, LOU ANN	345.73	BOSS JR, DALE E.	640.74
BOSS, RYDER S.	419.41	HOLM, ARTHUR R.	465.24
MILLER, WILLIAM S.	1,189.29	HEID, THOMAS J.	343.17
BEAN, PETER J.	438.54	GILL, DAVID R.	517.10
WELLER, LINDA JO	461.48		
LOY, EVELYN R.	427.88		
KLOOSTER, ALIDA K.	176.20		
SPENCLEY, PATRICIA L.	92.35		
		TOTAL	80,615.39

Payroll Transmittal – 12/02/2016

4FRONT CREDIT UNION	307.69	COMMUNICATION WORKERS OF AMER	519.37
AMERICAN FAMILY LIFE	228.78	MI STATE DISBURSEMENT UNIT	401.83
AMERICAN FAMILY LIFE	461.64	POLICE OFFICERS LABOR COUNCIL	201.00
CHAR EM UNITED WAY	56.00	PRIORITY HEALTH	1,860.96
CHARLEVOIX STATE BANK	1,304.62		
CHEMICAL BANK	150.00	TOTAL	5,491.89

CITY OF CHARLEVOIX
REGULAR CITY COUNCIL MEETING MINUTES
Monday, December 19, 2016 – 7:00 p.m.
210 State Street, City Hall, Council Chambers, Charlevoix, MI

The meeting was called to order at 7:00 p.m. by Mayor Luther Kurtz.

A. Pledge of Allegiance

B. Roll Call

Mayor: Luther Kurtz
Members Present: Councilmembers Shirley Gibson, Aaron Hagen, Janet Kalbfell, Tom Oleksy, Leon Perron
Members Absent: Councilmember Shane Cole
City Manager: Mark Heydlauff
City Clerk: Joyce Golding

C. Presentations

None.

D. Inquiry Regarding Conflicts of Interest

Mayor Kurtz recused himself from the Airport Hangar Land Lease item and requested that Councilmember Gibson facilitate that discussion.

E. Consent Agenda

All items listed under Consent Agenda are considered routine and will be enacted by one motion. There will be no separate discussion of these items. If discussion of an item is required, it will be removed from the Consent Agenda and considered separately.

- A. City Council Meeting Minutes – December 5, 2016 Regular Meeting
Councilmember Perron requested that this item be removed from the Consent Agenda for further discussion.
- B. Regular Accounts Payable Check Register – December 20, 2016
- C. ACH Payments – December 5, 2016 to December 16, 2016
- D. Payroll Check Register – December 16, 2016
- E. Payroll Transmittal – December 16, 2016
- F. Approve Mt. McSaubia Ski School/Ice Rink Manager and Tow Rope Operator/Ice Rink Attendant Job Description Revisions
- G. Approve MDOT Performance Resolution for Annual Permit – Resolution 2016-12-03

CITY OF CHARLEVOIX
RESOLUTION NO. 2016-12-03
PERFORMANCE RESOLUTION FOR GOVERNMENTAL AGENCIES

RESOLVED WHEREAS, the City of Charlevoix hereinafter referred to as the "GOVERNMENTAL AGENCY," periodically applies to the Michigan Department of Transportation, hereinafter referred to as the "DEPARTMENT," for permits, referred to as "PERMIT," to construct, operate, use and/or maintain utilities or other facilities, or to conduct other activities, on, over, and under State Highway Right of Way at various locations within and adjacent to its corporate limits;

NOW THEREFORE, in consideration of the DEPARTMENT granting such PERMIT, the GOVERNMENTAL AGENCY agrees that:

1. Each party to this Agreement shall remain responsible for any claims arising out of their own acts and/or omissions during the performance of this Agreement, as provided by law. This Agreement is not intended to increase either party's liability for, or immunity from, tort claims, nor shall it be interpreted, as giving either party hereto a right of indemnification, either by Agreement or at law, for claims arising out of the performance of this Agreement.

2. If any of the work performed for the GOVERNMENTAL AGENCY is performed by a contractor, the GOVERNMENTAL AGENCY shall require its contractor to hold harmless, indemnify and defend in litigation, the State of Michigan, the DEPARTMENT and their agents and employee's, against any claims for damages to public or private property and for injuries to person arising out of the performance of the work, except for claims that result from the sole negligence or willful acts of the DEPARTMENT, until the contractor achieves final acceptance of the GOVERNMENTAL AGENCY. Failure of the GOVERNMENTAL AGENCY to require its contractor to indemnify the DEPARTMENT, as set forth above, shall be considered a breach of its duties to the DEPARTMENT.

3. Any work performed for the GOVERNMENTAL AGENCY by a contractor or subcontractor will be solely as a contractor for the GOVERNMENTAL AGENCY and not as a contractor or agent of the DEPARTMENT. The DEPARTMENT shall not be subject to any obligations or liabilities by vendors and contractors of the GOVERNMENTAL AGENCY, or their subcontractors or any other person not a party to the PERMIT without the DEPARTMENT'S specific prior written consent and notwithstanding

the issuance of the PERMIT. Any claims by any contractor or subcontractor will be the sole responsibility of the GOVERNMENTAL AGENCY.

4. The GOVERNMENTAL AGENCY shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the PERMIT which results in claims being asserted against or judgment being imposed against the State of Michigan, the Michigan Transportation Commission, the DEPARTMENT, and all officers, agents and employees thereof and those contracting governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract. In the event that the same occurs, for the purposes of the PERMIT, it will be considered as a breach of the PERMIT thereby giving the State of Michigan, the DEPARTMENT, and/or the Michigan Transportation Commission a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.

5. The GOVERNMENTAL AGENCY will, by its own volition and/or request by the DEPARTMENT, promptly restore and/or correct physical or operating damages to any State Highway Right of Way resulting from the installation construction, operation and/or maintenance of the GOVERNMENTAL AGENCY'S facilities according to a PERMIT issued by the DEPARTMENT.

6. With respect to any activities authorized by a PERMIT, when the GOVERNMENTAL AGENCY requires insurance on its own or its contractor's behalf it shall also require that such policy include as named insured the State of Michigan, the Transportation Commission, the DEPARTMENT, and all officers, agents, and employees thereof and those governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract.

7. The incorporation by the DEPARTMENT of this resolution as part of a PERMIT does not prevent the DEPARTMENT from requiring additional performance security or insurance before issuance of a PERMIT.

8. This resolution shall continue in force from this date until cancelled by the GOVERNMENTAL AGENCY or the DEPARTMENT with no less than thirty (30) days prior written notice provided to the other party. It will not be cancelled or otherwise terminated by the GOVERNMENTAL AGENCY with regard to any PERMIT which has already been issued or activity which has already been undertaken.

BE IT FURTHER RESOLVED, that the following position(s) are authorized to apply to the DEPARTMENT for the necessary permit to work within State Highway Right of Way on behalf of the GOVERNMENTAL AGENCY.

City Manager Mark L. Heydlauff
Executive Assistant Linda Jo Weller
Electric Superintendent Don Swem
DPW Superintendent Patrick Elliott

RESOLVED this 19th day of December, 2016 A.D.

Resolution was adopted by the following yea and nay vote:

Yeas: Gibson, Oleksy, Hagen, Kalbfell, Perron
Nays: None
Absent: Cole

Motion by Councilmember Gibson, second by Councilmember Kalbfell, to approve the Consent Agenda excluding the minutes of December 5, 2016 regular meeting.

Yeas: Gibson, Oleksy, Hagen, Kalbfell, Perron
Nays: None
Absent: Cole

F. Public Hearings & Actions Requiring Public Hearings

A. 2016 Master Plan Review -- Resolution 2016-12-01

Interim Planner Panoff stated that the Planning Commission made updates to the Master Plan over the past year, and they voted to recommend approval of the Plan on November 14th. He explained that the Master Plan would be in effect for five years and discussed several changes that were made including goals and Main Street. Staff and the Planning Commission followed the requirements of the Michigan Planning Enabling Act to create this Plan and up to this point, only received public comments from the Charlevoix County Planning Commission. Their comments pertained to future plans for two parcels the County owns on Antrim Street, and transportation to Beaver Island, both of which were taken into account in the Plan presented to Council. Council may make changes to the Master Plan, however if those changes are considered substantial or substantive the Plan must go back to the Planning Commission for review and another public hearing.

Mayor Kurtz opened the item to public comment at 7:04 p.m. There was no comment, and the item was closed.

Councilmember Gibson noted three minor issues:

- 4.5 Transportation Automobile Traffic – US-31 is referenced as a state highway, which it is not (page 54)
- 4.5 Transportation Municipal Airport – “the City currently receives \$1M dollars annually...”; we have not received the money for two years (page 55)
- Ordinances, Guidelines, Plans and Policies 5. Natural resource protection – the draft Forestry Management Plan for Mt. McSaubia and Michigan Beach Park should be included.

Interim Planner Panoff stated that there may be additional minor changes including the Redevelopment Ready Community program and he would make the appropriate edits at that time. It was clarified that a substantial change to the plan would require another public hearing and the above changes were not considered substantive. City Manager Heydlauff suggested that when the Forestry Management Plan was approved, the motion to approve could include a clause to append it to the 2016 Master Plan. Councilmember Gibson concurred. She noted that the survey was performed in 2009 and she wondered if a community survey could be done every two years. Interim Planner Panoff will take this suggestion to the Planning Commission.

City Manager Heydlauff noted that the Michigan Planning Enabling Act requires the Master Plan to be updated every five years at minimum.

CITY OF CHARLEVOIX
RESOLUTION NO. 2016-12-01
RESOLUTION ADOPTING THE 2016 CITY OF CHARLEVOIX MASTER PLAN

- WHEREAS,** Resolution 2004-09-01 established that City Council reserved the authority to grant final approval to any proposed Master Plan; and
- WHEREAS,** the City of Charlevoix Planning Commission, under the provisions of MCL 125.3807 of PA 33 of 2008 of the State of Michigan may adopt a Master Plan; and
- WHEREAS,** MCL 125.3845[45]2 of PA 33 of 2008 requires the Planning Commission to review and, if necessary, revise or amend the Plan at least once every five years and the current Waterfront Areas Management and City Master Plan was adopted in 1982; and
- WHEREAS,** the City of Charlevoix Planning Commission recognized the need to revise and adopt a Master Plan, including establishment and support of visions, goals, actions, implementations, and the Future Land Use Plan as described within the document; and
- WHEREAS,** the Master Plan is a living document intended to be amended and updated with changing conditions and has been prepared for the purpose of guiding and accomplishing coordinated, adjusted, and harmonious development of the City of Charlevoix; and
- WHEREAS,** the Planning Commission forwarded copies of the Draft Master Plan to all neighboring townships and jurisdictions pursuant to the Michigan Planning Enabling Act (PA 33 of 2008), the Master Plan has been reviewed by all neighboring townships and jurisdictions, various businesses, local organizations and institutions, and all utilities operating within the City; and
- WHEREAS,** after the preparation of the Draft Master Plan, the Planning Commission gave notice of the time and place of Public Hearing by giving notice in a newspaper of general circulation in the City, on the City's website, and through regular mail; and
- WHEREAS,** the Planning Commission held the required public hearing on the Draft Master Plan on July 11, 2016, and an additional public hearing on October 10, 2016; and
- WHEREAS,** the Planning Commission finalized amendments to the Master Plan, and unanimously recommended approval the 2016 City of Charlevoix Master Plan on October 10, 2016.
- NOW, THEREFORE, BE IT RESOLVED** that the City of Charlevoix hereby adopts the 2016 City of Charlevoix Master Plan, pursuant to MCL 125.3843 of PA 33 of 2008. The Master Plan consists of the following:
- a. The publication entitled the City of Charlevoix Master Plan, dated 2016; and
 - b. The Existing Land Use maps, Infill Development maps, and the Future Land Use maps contained therein; and
 - c. All documents contained in appendices A-I of the Master Plan.

RESOLVED this 19th day of December, 2016 A.D.

Resolution was adopted by the following yea and nay vote:

Yeas: Gibson, Oleksy, Hagen, Kalbfell, Perron
Nays: None

Absent: Cole

Motion by Councilmember Gibson, second by Councilmember Hagen, to approve Resolution 2016-12-01 and adopt the 2016 City of Charlevoix Master Plan as presented.

Yeas: Gibson, Oleksy, Hagen, Kalbfell, Perron
Nays: None
Absent: Cole

B. All Other Actions & Requests

A. Hayes Township EMS Expansion Agreement

Chief Doan stated that in recent months, there was discussion between the City of Charlevoix and Hayes Township regarding the City providing ambulance services for the Township in its entirety. Presently there are six sections in Hayes Township that are covered by Emmet Ambulance Service. There will be an additional cost to the Township to include these sections and small refunds to the other townships, pursuant to our agreement. He stated that the addendum would amend our agreement with Hayes Township effective January 1, 2017. City Attorney Howard reviewed and approved the addendum.

Mayor Kurtz opened the item to public comment. There was no comment, and the item was closed.

Motion by Councilmember Perron, second by Councilmember Kalbfell, to approve the Addendum to the Agreement for Ambulance Services for Hayes Township.

Yeas: Gibson, Oleksy, Hagen, Kalbfell, Perron
Nays: None
Absent: Cole

B. 2017 Infrastructure Improvements

DPW Superintendent Elliott stated that in preparation for the 2017 infrastructure projects, Staff requested and received an engineering proposal from Performance Engineers Inc. We have typically entered into professional agreements with Performance Engineers and paid them on a percent of construction basis. Performance is proposing to use the same percentages as in the past. He stated that the three projects that Staff is recommending to be engineered are as follows: 100 block of W. Hurlbut (between Bridge and State), 100 block of Antrim (between Bridge and State), and 200 block of Prospect (between Petoskey and Dixon). By completing the Prospect and Antrim Street projects, we will be eliminating two blocks of 4" water main estimated to be 100 years old. The sanitary sewer on all three streets is of similar age and also in need of replacement.

Mayor Kurtz opened the item to public comment. There was no comment, and the item was closed.

Motion by Councilmember Kalbfell, second by Councilmember Gibson, to approve the 2017 Infrastructure Improvements as presented and authorize the proposal with Performance Engineers.

Yeas: Gibson, Oleksy, Hagen, Kalbfell, Perron
Nays: None
Absent: Cole

C. Airport Hangar Land Lease

City Manager Heydlauff stated that in an effort to encourage hangar development, the Airport Advisory Committee suggested permitting hangar development on leased land rather than leasing the hangars. This would have privately-owned hangars on leased land where the owner would pay the Airport an annual land lease payment. He stated that the City Attorney has reviewed the basic land lease. The basic lease would be customized to the needs of each hangar developer. City Manager Heydlauff noted that using a land lease would incentivize the construction of larger hangars which would be taxable.

Councilmembers Perron and Hagen agreed that this was a good plan for the City. Councilmember Gibson (Airport Advisory Committee member) commented that the Airport Advisory Committee worked on this concept for quite a while and she was happy that it was finally before Council.

Councilmember Gibson opened the item to public comment.

Don Seeley, Airport Advisory Committee member, felt that nicer hangars would be built using a land lease which would be good for the City. He anticipates a flurry of construction activity at the Airport.

Greg Stevens, 2nd Ward, asked for clarification in a situation where the hangar owner no longer wanted the hangar after 5 years. City Manager Heydlauff explained that the lease is automatically renewable after 5 years. Councilmember Gibson questioned whether there should be a right of first refusal for the City in case of abandonment. City Manager will confer with the City Attorney and he explained that if a hangar owner no longer wanted their hangar they would be wise to convey it to another party.

The item was closed to the public.

Motion by Councilmember Kalbfell, second by Councilmember Perron, to approve the Airport Hangar Land Lease as presented.

Yeas: Gibson, Oleksy, Hagen, Kalbfell, Perron
Nays: None
Absent: Cole

D. Redevelopment Ready Communities

City Manager Heydlauff stated that the Michigan Economic Development Corporation (MEDC) established the Redevelopment Ready Communities Program as a tool for both internal and external assessment for communities to judge their ability to aid in redeveloping. By focusing on being proactive in updating our policies and ordinances, we can better welcome new development opportunities while staying true to the values of our community with full transparency. MEDC also made successful application to the RRC Program a condition for continuing support from MEDC including Main Street and development grant support and development assistance. Given the importance of this program, City Manager Heydlauff retained Emily Pantera, formerly of MEDC and Michigan Main Street, to consult with us on the application process and how we can improve our practices in light of the best practices identified by the program. He recommended the support of this program.

Mayor Kurtz opened the item to public comment. There was no comment, and the item was closed.

**CITY OF CHARLEVOIX
RESOLUTION NO. 2016-12-02**

A RESOLUTION AUTHORIZING THE CITY OF CHARLEVOIX TO PARTICIPATE IN THE MICHIGAN ECONOMIC DEVELOPMENT CORPORATION (MEDC) REDEVELOPMENT READY COMMUNITIES (RRC) PROGRAM

WHEREAS, *the Michigan Economic Development Corporation has established the statewide Redevelopment Ready Communities Program to empower communities to shape their future and maximize economic potential; and*

WHEREAS, *RRC is a program that provides technical assistance to and certifies Michigan communities who actively engage stakeholders and plan deliberate, fair and consistent processes; and*

WHEREAS, *the City of Charlevoix recognizes the value of the RRC Program and seeks to improve its redevelopment readiness via a detailed review of existing development processes; and*

WHEREAS, *the RRC Program includes evaluating and strengthening the development related partnerships between the City Council and stakeholder organizations such as: Charlevoix Main Street, MEDC, Charlevoix Area Chamber of Commerce, Charlevoix Convention and Visitors Bureau, Northern Lake Economic Alliance and, others.*

NOW THEREFORE BE IT RESOLVED, that:

- 1. The Charlevoix City Council is willing to participate in the MEDC RRC Program; and*
- 2. The Charlevoix City Council commits resources to implement the RRC Program as part of ongoing budget decisions; and*
- 3. The City of Charlevoix hereby commits to the RRC Best Practices and self-evaluation process with the intent to improve our processes and communication with stakeholders.*

RESOLVED this 19th day of December, 2016 A.D.

Resolution was adopted by the following yea and nay vote:

Yeas: Gibson, Oleksy, Hagen, Kalbfell, Perron
Nays: None
Absent: Cole

Motion by Councilmember Gibson, second by Councilmember Kalbfell, to approve Resolution 2016-12-02.

Yeas: Gibson, Oleksy, Hagen, Kalbfell, Perron
Nays: None
Absent: Cole

E. Networks Northwest Planning Contract

City Manager Heydlauff stated that for more than a year, Staff has searched for and reviewed potential applicants for the vacant Planning Director position but, was unable to secure a suitable candidate. He explained that he and Sara Lucas of Networks Northwest had a series of conversations about ways their staff could play the lead Planning role for the City. They agreed this should begin with a one-year trial period to see how this relationship might work. City Manager Heydlauff explained that Networks

Northwest would handle staffing the Planning Commission, Zoning Board of Appeals, and other smaller bodies like the ad-hoc Short Term Rental Study Committee. Networks Northwest would review site plans and recommend changes to our ordinances and planning documents. One of their staff members would be in City Hall approximately once a week (or as needed) with additional work being done in their Traverse City office.

Zach Panoff would continue in his assistant role and channel Planning Department business needing administrative review to be performed in coordination with Ms. Lucas and her staff. City Manager Heydlauff recommended the approval of the contract noting that this arrangement would be of financial benefit to the City. He clarified for Councilmember Kalbfell that Networks Northwest would be staff advisors for the Planning Commission, etc. to help prepare agenda packets and facilitate meetings, not recommend membership.

Motion to Mayor Kurtz opened the item to public comment. There was no comment, and the item was closed.

Motion by Councilmember Oleksy, second by Councilmember Gibson, to approve a Memorandum of Understanding with Networks Northwest to provide Planning services pursuant to the agreement.

Yeas: Gibson, Oleksy, Hagen, Kalbfell, Perron
Nays: None
Absent: Cole

F. Mayoral and Council Appointments

Mayor Kurtz and Council made six appointments.

Motion by Councilmember Gibson, second by Councilmember Hagen, to re-appoint John Campbell to the Compensation Commission [term expiring December 2021.]

Yeas: Gibson, Oleksy, Hagen, Kalbfell, Perron
Nays: None
Absent: Cole

Motion by Councilmember Gibson, second by Councilmember Perron, to re-appoint Patricia Miller to the Zoning Board of Appeals [term expiring December 2019.]

Yeas: Gibson, Oleksy, Hagen, Kalbfell, Perron
Nays: None
Absent: Cole

Motion by Councilmember Gibson, second by Councilmember Hagen, to re-appoint Gary Anderson – Alternate, to the Zoning Board of Appeals [term expiring December 2019.]

Yeas: Gibson, Oleksy, Hagen, Kalbfell, Perron
Nays: None
Absent: Cole

Motion by Councilmember Gibson, second by Councilmember Perron, to appoint Brenda Bryan to the Recreation Advisory Committee [City Resident, term expiring December 2019.]

Yeas: Gibson, Oleksy, Hagen, Kalbfell, Perron
Nays: None
Absent: Cole

Motion by Councilmember Perron, second by Councilmember Gibson, to appoint Scott Kelly to the Recreation Advisory Committee [Township Resident] term expiring December 2019.

Yeas: Gibson, Oleksy, Hagen, Kalbfell, Perron
Nays: None
Absent: Cole

Motion by Councilmember Gibson, second by Councilmember Hagen, to appoint Perry Irish Hodgson to the Shade Tree Commission [term expiring December 2019.]

Yeas: Gibson, Oleksy, Hagen, Kalbfell, Perron
Nays: None
Absent: Cole

C. Reports & Communications

A. Public Comments

John Campbell, Shade Tree Commission, stated that the Commission approved of Perry Irish Hodgson's appointment. He commented that the co-chairs of the Disc Golf Course attended a recent Shade Tree Commission meeting and expressed cooperation with the Forestry Management Plan for Mt. McSauba. Mr. Campbell noted a positive relationship with the Township, City and Disc Golf.

Sara Lucas, Networks Northwest, thanked the Council for approving the contract and stated that her company looked forward to working with the City to share best practices with and from other Northern Michigan municipalities.

B. City Manager Comments

City Manager Heydlauff introduced and welcomed Main Street Executive Director Lindsey Dotson.

Mt. McSauba will open on December 23rd for the winter season. The Township water supply and new snow guns are proving to be an asset to the hill.

City Manager Heydlauff is in discussions with Charlevoix Township Supervisor Chuck Center regarding further collaboration between the two Fire Departments which would involve several steps. Council agreed to continue the dialogue.

He thanked the snow plow crews for their hard work over the last few weeks, as well as the Planning Commission's hard work during the last year to complete the 2016 Master Plan.

C. Mayor & Council Comments

Councilmember Gibson asked Mayor Kurtz to explain his Mayor & Council Comments from the December 5th meeting regarding a Council workshop or training. Mayor Kurtz responded that Council had discussed goal setting and he heard comments from constituents during his campaign with regard to Council interaction. He further explained that Council asked the City Manager to look into various opportunities for a workshop or training to help Council better interact with each and the public. Councilmember Gibson felt that Council interacted "just fine" and she said "this really isn't a football team". She stated that Council had differences in many areas and she was not sure what training would accomplish. Mayor Kurtz responded that the training would help the Council to work well together despite their differences and he recalled that Council agreed to review options brought to them by the City Manager. Councilmember Perron expressed his desire to see the cost of the training.

With the failed Conservation Easement ballot proposal, Councilmember Perron questioned whether there were other long-term methods to protect the Mt. McSauba area. He recalled that Council discussed some options in the past. Councilmember Perron advocated preserving the forest and dune area as it is now for as long as possible. Councilmember Hagen agreed. Councilmember Gibson felt that the Forestry Management Plan would protect Mt. McSauba. Councilmember Kalbfell disagreed and stated that it was an area management plan but, does not provide protection long-term from such things as development or sale. She commented that everyone was for protecting the area, but wondered how to go about it. She posed the question "How do we give a voice to all the citizens in those regards [development, sale, etc.] so that that doesn't happen without their approval?" Mayor Kurtz felt that Councilmember Perron had a great idea. City Manager Heydlauff indicated that he would confer with the City Attorney regarding options for long-term protection.

Mayor Kurtz asked citizens to keep Councilmember Cole and former Councilmember Supernaw in their prayers as both are hospitalized.

9. Other Council Business

Councilmember Perron felt that in the December 5th minutes with regards to Conflicts of Interest, the statement was too vague. He suggested the statement should read "Mayor Kurtz disclosed that he has a business at the Airport but, Council agreed that he had no conflict with this item." Clerk Golding will make the correction.

10. Adjourn

The Mayor stated if there were no objections, the meeting would adjourn. There were no objections. Meeting adjourned at 7:45 p.m.

Joyce M. Golding	City Clerk	Luther Kurtz	Mayor
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Regular Accounts Payable – 12/16/2016

a5 Branding & Design	3,000.00	AMERICAN WASTE INC.	2,185.16
ABILITA	12,507.63	AT YOUR SERVICE PLUS INC	460.00
ACE HARDWARE	3,290.26	AT&T	2,256.84

AUTO VALUE	255.19	MCVEIGH'S TRUCK SPRINGS INC.	462.28
AVFUEL CORPORATION	21,154.98	MICHIGAN ASSN OF MUNICIPAL CLERKS	120.00
BD SERVICES	150.00	MICHIGAN MUNICIPAL EXECUTIVES	110.00
BELL EQUIPMENT COMPANY	705.21	MICHIGAN OFFICEWAYS INC	1,422.25
BERGER CHEVEROLET	25,697.58	MICHIGAN WATER ENV ASSOC	630.00
BOB MATHERS FORD	49.00	MIDWEST INDUSTRIAL LIGHTING	1,615.00
BRADFORD'S	42.25	MISS DIG SYSTEM INC	1,164.61
BREATHING AIR SYSTEMS	1,307.00	MPARKS	165.00
BY THE BAY WINDOW CLEANING SVCS	357.00	NEOPOST USA INC.	1,704.00
CARQUEST OF CHARLEVOIX	422.55	NORTHERN CREDIT BUREAU	470.79
CHARLEVOIX BRIDGE DROP	2,500.00	NORTHERN FIRE & SAFETY INC.	455.00
CHARLEVOIX GLASS INC.	409.76	OLSON BZDOK & HOWARD	883.50
CHARLEVOIX ROD & GUN CLUB	330.00	OTSEGO CRANE & HOIST CO.	392.00
CHARTER COMMUNICATIONS	2,215.99	PANOFF, ZACH	218.16
CINTAS CORPORATION #729	44.33	PAULK, CHARLES	11.00
CITY OF CHARLEVOIX - UTILITIES	30,187.42	PLUNKETT & COONEY	147.52
CITY OF CHARLEVOIX/DDA	714.53	POLLUTION CONTROL SERVICES INC	3,515.00
COCA-COLA REFRESHMENTS	139.96	POSTMASTER	88.23
CUMMINS BRIDGEWAY LLC	385.20	POWER LINE SUPPLY	29.00
DODDER, HANNAH	75.00	PRO WEB MARKETING LLC	70.00
DOTSON, LINDSEY J.	281.88	PTM DOCUMENT SYSTEMS	210.90
ELHORN ENGINEERING COMPANY	865.00	R B LYONS INC	3,280.00
ELLSWORTH FARMER'S EXCHANGE	1,174.58	REHMANN-ROBSON & CO	8,199.92
EMERGENCY MEDICAL PRODUCTS INC	6.10	ROTARY MULTIFORMS INC	738.96
ENERCO CORPORATION	700.00	SCUBA NORTH INC.	75.00
FAMILY FARM & HOME	544.25	SEARS COMMERCIAL ONE	398.18
FASTENAL COMPANY	196.31	SECURITY SANITATION INC.	117.29
FOX CHARLEVOIX FORD	168.86	SEELYE, DEBRA	203.50
FREEDOM MAILING SERVICES INC.	2,202.75	SMITH, STEPHEN	25.00
GINOP SALES INC	505.69	SPEEDWRENCH INC.	4,857.00
GOLDING, JOYCE	26.49	SPICER GROUP INC	257.52
GORDON FOOD SERVICE	263.01	SPOK INC	32.15
GROSSMEYER, TEDDIE	75.00	T & R ELECTRIC	4,160.00
HACH COMPANY	1,052.08	TASER INTERNATIONAL	1,138.12
HOLIDAY COMPANIES	4,346.49	TOS HOLDINGS LLC	46.62
HYDE SERVICES LLC	5,198.00	TRAFFIC SAFETY STORE	1,690.01
HYDRO CORP	515.00	TREDROC TIRE GAYLORD 758	230.00
IDEXX DISTRIBUTION INC.	1,089.82	UP NORTH PROPERTY SERVICES LLC	696.00
J & B MEDICAL SUPPLY INC.	73.99	USA BLUE BOOK	120.40
KOELLER, JENNA	33.00	VANDERCOOK, DEBBIE	75.00
KSS ENTERPRISES	339.30	VENTRY SOLUTIONS INC	332.95
KURTZ, JOHN	223.56	VILLAGE GRAPHICS INC.	1,347.00
KUSINA, DENNIS	294.96	WALTERS, LEEANN	22.28
LABLANCE, LUKE	364.50	WATERWORKS SYSTEMS & EQUIP INC	1,149.97
LAKESHORE TIRE & AUTO SERVICE	1,985.70	WBCM-FM	75.00
LANDSCAPE FORMS INC.	2,355.00	WEST SHORE FIRE INC	56.00
MACMILLAN, MICHAEL	124.00	WHITLEY'S FLOOR COVERING	4,261.70
MARTIN, JOHN	100.00	WORK & PLAY SHOP	1,242.18
MARTIN, ROBERT	122.36		
MCCARDEL CULLIGAN-PETOSKEY	50.00	TOTAL	184,832.51

ACH Payments - 12/05/2016 to 12/16/2016

MI PUBLIC POWER AGENCY	6,286.43	ALERUS FINANCIAL (HCSP)	420.00
PAYMENT SERVICE NETWORK	241.70	STATE OF MI (WITHHOLDING TAX)	4,917.34
DTE ENERGY	3,625.79	VANTAGEPOINT (401 ICMA PLAN)	699.94
STATE OF MICHIGAN (SALES TAX)	17,321.35	VANTAGEPOINT (457 ICMA PLAN)	12,726.18
MI PUBLIC POWER AGENCY	9,251.15	VANTAGEPOINT (ROTH IRA)	911.53
IRS (PAYROLL TAX DEPOSIT)	33,970.65	TOTAL	90,372.06

Payroll Net Pay - Pay Period Ending 12/10/2016 (Paid 12/16/2016)

SUPERNAW, WILLIAM J.	189.69	SPENCLEY, PATRICIA L.	1,260.27
WELLER, LINDA JO	1,463.42	PANOFF, ZACHARY R.	1,169.52
HEYDLAUFF, MARK L.	2,112.28	MILLER, FAITH G.	43.59
GOLDING, JOYCE M.	1,082.62	MCGINN, KELLY A.	1,563.31
DEROSIA, PATRICIA E.	877.26	DOAN, GERARD P.	1,558.55
DOTSON, LINDSEY J.	1,392.52	SCHLAPPI, JAMES L.	1,089.18
LOY, EVELYN R.	1,049.78	UMULIS, MATTHEW T.	1,277.14
KLOOSTER, ALIDA K.	1,538.39	HANKINS, SCOTT A.	1,456.20
GOLOVICH, KAREN J.	966.90	ORBAN, BARBARA K.	1,154.36

TRAEGER, JASON A.	1,248.69	UMULIS, MATTHEW T.	81.26
FLICKEMA, ANDREW M.	1,277.74	HANKINS, SCOTT A.	77.52
MATELSKI, KIMBERLY A.	1,143.05	ORBAN, BARBARA K.	77.52
ROLOFF, ROBERT P.	3,867.35	TRAEGER, JASON A.	77.37
RILEY, DENISE M.	418.25	FLICKEMA, ANDREW M.	77.52
WURST, RANDALL W.	939.33	MATELSKI, KIMBERLY A.	77.52
MAYER, SHELLEY L.	1,342.18	EVANS JR, HALBERT K.	77.37
HILLING, NICHOLAS A.	1,195.35	ROLOFF, ROBERT P.	77.52
MEIER III, CHARLES A.	1,383.41	RILEY, DENISE M.	77.37
ZACHARIAS, STEVEN B.	1,447.79	WURST, RANDALL W.	81.26
EATON, BRAD A.	1,881.06	MAYER, SHELLEY L.	81.26
WILSON, TIMOTHY J.	2,151.56	HILLING, NICHOLAS A.	77.37
LAVOIE, RICHARD L.	1,659.16	MEIER III, CHARLES A.	81.26
STEVENS, BRANDON C.	1,790.37	ZACHARIAS, STEVEN B.	77.37
DRAVES, MARTIN J.	1,547.57	SWEM, DONALD L.	81.26
BROWN, STEPHANIE C.	1,041.41	SWEM, DONALD L.	1,833.31
ANDERSON, ELIZABETH A.	575.81	EATON, BRAD A.	77.52
ELLIOTT, PATRICK M.	1,961.51	WILSON, TIMOTHY J.	81.26
SCHWARTZFISHER, JOSEPH L.	1,198.20	LAVOIE, RICHARD L.	81.26
BRADLEY, KELLY R.	1,312.30	STEVENS, BRANDON C.	81.26
HART II, DELBERT W.	1,253.90	WHITLEY, ANDREW T.	77.52
JONES, ROBERT F.	1,085.45	WHITLEY, ANDREW T.	1,845.53
DORAN, JUSTIN J.	1,232.06	DRAVES, MARTIN J.	77.37
BECKER, MICHAEL S.	365.29	BROWN, STEPHANIE C.	77.52
MCGHEE, ROBERT R.	1,049.92	ANDERSON, ELIZABETH A.	81.26
KIRINOVIC, THOMAS F.	505.26	ELLIOTT, PATRICK M.	81.26
BITLEY, KATHERINE A.	459.18	MORRISON, KEVIN P.	77.52
CRANDELL, ZACKARY R.	320.13	MORRISON, KEVIN P.	1,134.24
BERTINELLI, DAVID P.	870.74	SCHWARTZFISHER, JOSEPH L.	77.37
BOSS, BEAU J.	849.54	HODGE, MICHAEL J.	77.52
HEID, THOMAS J.	1,272.06	HODGE, MICHAEL J.	1,275.49
MYER, ELIZABETH A.	1,653.04	BRADLEY, KELLY R.	77.52
VANLOO, JOSEPH G.	520.14	HART II, DELBERT W.	77.52
WYMAN, MATTHEW A.	993.04	JOHNSON, STEVEN P.	77.52
SCHRADER, LOU ANN	465.22	JOHNSON, STEVEN P.	1,182.92
BOSS, RYDER S.	346.39	JONES, ROBERT F.	77.52
MILLER, WILLIAM S.	960.02	DORAN, JUSTIN J.	77.52
FUNKEY, KRAIG R.	106.20	BISHAW, JAMES H.	77.52
MEGGISON, JERRY B.	257.69	BISHAW, JAMES H.	393.08
RILEY, CASEY W.	371.29	MANKER JR, DAVID W.	81.26
JONES, LARRY M.	1,216.95	BECKER, MICHAEL S.	81.26
WILLSON, BRENDA R.	132.68	STEWART, SAMUEL D.	77.37
BEAN, PETER J.	929.35	KIRINOVIC, THOMAS F.	77.37
FAUSER, HOPE E.	448.62	BOSS JR, DALE E.	1,211.41
WHITLEY, TYLER J.	407.30	BITLEY, KATHERINE A.	77.52
TRAVERS, MANUEL J.	722.39	HOLM, ARTHUR R.	898.72
RILEY, DANIEL A.	825.54	HEID, THOMAS J.	81.26
WELLER, LINDA JO	77.52	LEESE, ALAN K.	81.26
HEYDLAUFF, MARK L.	81.26	GILL, DAVID R.	77.52
GOLDING, JOYCE M.	77.37	MASSON, DONALD J.	81.26
DEROSIA, PATRICIA E.	77.52	MYER, ELIZABETH A.	77.52
DOTSON, LINDSEY J.	81.26	VANLOO, JOSEPH G.	81.26
LOY, EVELYN R.	77.37	WYMAN, MATTHEW A.	81.26
KLOOSTER, ALIDA K.	77.52	SCHRADER, LOU ANN	81.26
GOLOVICH, KAREN J.	77.52	BOSS, RYDER S.	77.52
SPENCLEY, PATRICIA L.	81.26	MILLER, WILLIAM S.	81.26
PANOFF, ZACHARY R.	81.26	STEVENS, JEFFREY W.	286.25
LEESE, MERRI C.	81.26	ROLOFF, AUDREY M.	1,552.61
MCGINN, KELLY A.	81.26	MATTER, DAWSON K.	2,431.54
DOAN, GERARD P.	81.26	SCOTT JR., WINFIELD	198.23
SCHLAPPI, JAMES L.	77.37	TOTAL	89,391.67

Payroll Transmittal - 12/16/2016

4FRONT CREDIT UNION	307.69	CHEMICAL BANK	150.00
AMERICAN FAMILY LIFE	228.78	COMMUNICATION WORKERS OF AMER	519.37
AMERICAN FAMILY LIFE	461.64	MI STATE DISBURSEMENT UNIT	323.45
CHAR EM UNITED WAY	56.00	PRIORITY HEALTH	2,014.96
CHARLEVOIX STATE BANK	1,304.62	TOTAL	5,366.51

Check Number	Payee	Amount
12/21/2016		
118961	AT&T LONG DISTANCE	27.66
118962	AT&T MOBILITY	89.80
118963	CHARLEVOIX STATE BANK	6,588.39
118964	DELTA DENTAL	3,572.06
118965	GREAT LAKES ENERGY	168.14
118966	METLIFE SMALL BUSINESS CENTER	776.53
118967	PRIORITY HEALTH	43,659.80
118968	VERIZON WIRELESS	56.72
118969	VISION SERVICE PLAN	518.88
Total 12/21/2016:		55,457.98
Grand Totals:		55,457.98

Summary of Check Registers & ACH Payments

FIRSTMERIT BANK - CHECKS ISSUED

12/21/16	Special Accounts Payable Run	\$ 55,457.98
12/30/16	Payroll (net pay)	\$ 77,502.39
12/30/16	Payroll Transmittal Checks	\$ 5,366.51
01/04/17	Regular Accounts Payable	\$ 690,757.93
Checks Sub-Total:		\$ 829,084.81

FIRSTMERIT BANK - ACH/WIRE PAYMENTS

12/19/16	MI Public Power Agency	\$ 16,060.58
12/21/16	Matson Driscoll Damico (wire)	\$ 186,062.08
12/27/16	MI Public Power Agency	\$ 282,100.78
12/27/16	MI Public Power Agency	\$ 4,141.75
12/30/16	IRS (Payroll Tax Deposit)	\$ 29,969.01
12/30/16	Alerus Financial (HCSP)	\$ 420.00
12/30/16	State of MI (Withholding Tax)	\$ 4,231.78
12/30/16	Vantagepoint (401 ICMA Plan)	\$ 699.94
12/30/16	Vantagepoint (457 ICMA Plan)	\$ 13,195.07
12/30/16	Vantagepoint (Roth IRA)	\$ 911.53
12/30/16	MERS Defined Benefit Plan	\$ 44,003.39
ACH Sub-Total:		\$ 581,795.91

FirstMerit Bank Total: \$ 1,410,880.72

CHARLEVOIX STATE BANK - CHECKS ISSUED**(PROPERTY TAX DISBURSEMENT TO VARIOUS TAXING AUTHORITIES)**

01/04/17	Tax Disbursement	\$ 624,997.18
Charlevoix State Bank Total:		\$ 624,997.18

Grand Total: \$ 2,035,877.90

APPROVED:



CITY MANAGER



CITY TREASURER



CITY CLERK

M = Manual Check, V = Void Check

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
12/24/2016	PC	12/30/2016	22647	CAMPBELL, GABRIEL M.	40		437.44
12/24/2016	PC	12/30/2016	22648	WELLER, LINDA JO	101		1,463.42
12/24/2016	PC	12/30/2016	22649	HEYDLAUFF, MARK L.	102		2,112.28
12/24/2016	PC	12/30/2016	22650	GOLDING, JOYCE M.	106		1,082.62
12/24/2016	PC	12/30/2016	22651	DEROSIA, PATRICIA E.	107		885.71
12/24/2016	PC	12/30/2016	22652	DOTSON, LINDSEY J.	109		1,392.51
12/24/2016	PC	12/30/2016	22653	LOY, EVELYN R.	117		1,049.78
12/24/2016	PC	12/30/2016	22654	KLOOSTER, ALIDA K.	121		1,538.39
12/24/2016	PC	12/30/2016	22655	GOLOVICH, KAREN J.	122		966.90
12/24/2016	PC	12/30/2016	22656	SPENCLEY, PATRICIA L.	136		1,155.89
12/24/2016	PC	12/30/2016	22657	PANOFF, ZACHARY R.	141		1,169.53
12/24/2016	PC	12/30/2016	22658	MILLER, FAITH G.	142		59.64
12/24/2016	PC	12/30/2016	22659	MCGINN, KELLY A.	146		1,563.31
12/24/2016	PC	12/30/2016	22660	DOAN, GERARD P.	201		1,558.56
12/24/2016	PC	12/30/2016	22661	SCHLAPPI, JAMES L.	204		1,118.92
12/24/2016	PC	12/30/2016	22662	UMULIS, MATTHEW T.	205		1,615.31
12/24/2016	PC	12/30/2016	22663	HANKINS, SCOTT A.	208		1,456.20
12/24/2016	PC	12/30/2016	22664	ORBAN, BARBARA K.	209		1,343.10
12/24/2016	PC	12/30/2016	22665	TRAEGER, JASON A.	210		1,563.80
12/24/2016	PC	12/30/2016	22666	FLICKEMA, ANDREW M.	211		1,666.55
12/24/2016	PC	12/30/2016	22667	MATELSKI, KIMBERLY A.	212		1,143.04
12/24/2016	PC	12/30/2016	22668	ROLOFF, ROBERT P.	304		1,446.06
12/24/2016	PC	12/30/2016	22669	RILEY, DENISE M.	306		418.25
12/24/2016	PC	12/30/2016	22670	WURST, RANDALL W.	411		1,199.00
12/24/2016	PC	12/30/2016	22671	MAYER, SHELLEY L.	412		1,780.77
12/24/2016	PC	12/30/2016	22672	HILLING, NICHOLAS A.	413		1,186.11
12/24/2016	PC	12/30/2016	22673	MEIER III, CHARLES A.	421		1,064.69
12/24/2016	PC	12/30/2016	22674	ZACHARIAS, STEVEN B.	422		1,412.05
12/24/2016	PC	12/30/2016	22675	EATON, BRAD A.	515		1,882.45
12/24/2016	PC	12/30/2016	22676	WILSON, TIMOTHY J.	516		2,033.24
12/24/2016	PC	12/30/2016	22677	LAVOIE, RICHARD L.	519		1,629.43
12/24/2016	PC	12/30/2016	22678	STEVENS, BRANDON C.	521		2,556.73
12/24/2016	PC	12/30/2016	22679	DRAVES, MARTIN J.	523		2,086.37
12/24/2016	PC	12/30/2016	22680	BROWN, STEPHANIE C.	524		1,041.42
12/24/2016	PC	12/30/2016	22681	ANDERSON, ELIZABETH	526		1,107.24
12/24/2016	PC	12/30/2016	22682	ELLIOTT, PATRICK M.	600		1,961.50
12/24/2016	PC	12/30/2016	22683	SCHWARTZFISHER, JOS	603		1,485.93
12/24/2016	PC	12/30/2016	22684	BRADLEY, KELLY R.	614		1,620.76
12/24/2016	PC	12/30/2016	22685	HART II, DELBERT W.	616		1,165.27
12/24/2016	PC	12/30/2016	22686	JONES, ROBERT F.	618		1,704.46
12/24/2016	PC	12/30/2016	22687	DORAN, JUSTIN J.	621		1,521.84
12/24/2016	PC	12/30/2016	22688	KIRINOVIC, THOMAS F.	700		473.63
12/24/2016	PC	12/30/2016	22689	BITELY, KATHERINE A.	704		500.07
12/24/2016	PC	12/30/2016	22690	BOSS, SHERRY M.	730		120.05
12/24/2016	PC	12/30/2016	22691	HAGEN, MADISON L.	752		46.17
12/24/2016	PC	12/30/2016	22692	CRANDELL, ZACKARY R.	753		50.79
12/24/2016	PC	12/30/2016	22693	BERTINELLI, DAVID P.	764		975.63
12/24/2016	PC	12/30/2016	22694	BOSS, BEAU J.	788		849.54
12/24/2016	PC	12/30/2016	22695	HEID, THOMAS J.	802		1,272.06
12/24/2016	PC	12/30/2016	22696	MYER, ELIZABETH A.	900		1,653.03
12/24/2016	PC	12/30/2016	22697	VANLOO, JOSEPH G.	902		590.55
12/24/2016	PC	12/30/2016	22698	WYMAN, MATTHEW A.	927		1,148.78
12/24/2016	PC	12/30/2016	22699	SCHRADER, LOU ANN	929		441.59
12/24/2016	PC	12/30/2016	22700	BOSS, RYDER S.	932		512.52
12/24/2016	PC	12/30/2016	22701	MILLER, WILLIAM S.	933		960.02
12/24/2016	PC	12/30/2016	22702	STEVENS, JEFFREY W.	1028		44.32
12/24/2016	PC	12/30/2016	22703	BEAN, PETER J.	1060		487.35

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
12/24/2016	PC	12/30/2016	118970	TIMMS, ROBERT N	92		46.17
12/24/2016	PC	12/30/2016	118971	SWEM, DONALD L.	512		1,833.31
12/24/2016	PC	12/30/2016	118972	WHITLEY, ANDREW T.	522		2,035.37
12/24/2016	PC	12/30/2016	118973	MORRISON, KEVIN P.	601		1,435.08
12/24/2016	PC	12/30/2016	118974	HODGE, MICHAEL J.	606		1,358.18
12/24/2016	PC	12/30/2016	118975	JOHNSON, STEVEN P.	617		1,678.13
12/24/2016	PC	12/30/2016	118976	BOSS JR, DALE E.	701		1,211.41
12/24/2016	PC	12/30/2016	118977	STEBE JR, JOHN M.	729		96.90
12/24/2016	PC	12/30/2016	118978	STEBE, CATHERINE M.	765		88.10
12/24/2016	PC	12/30/2016	118979	HOLM, ARTHUR R.	791		898.72
12/24/2016	PC	12/30/2016	118980	MATTER, DAWSON K.	1038		48.45
Grand Totals:			68				77,502.39

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Report Criteria:

Computed checks included
Manual checks included
Supplemental checks included
Termination checks included
Void checks included

Pay Period Date	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
12/24/2016	12/30/2016	118981	4FRONT CREDIT UNION	9024	HSA-EMPLOYEE CONTRIB-4FR	307.69
12/24/2016	12/30/2016	118982	AMERICAN FAMILY LIFE	9011	AMERICAN FAMILY LIFE-POST	228.78
12/24/2016	12/30/2016	118982	AMERICAN FAMILY LIFE	9011	AMERICAN FAMILY LIFE-PRETA	461.64
12/24/2016	12/30/2016	118983	CHAR EM UNITED WAY	9009	UNITED WAY Pay Period: 12/24/	56.00
12/24/2016	12/30/2016	118984	CHARLEVOIX STATE BA	9017	HSA - EMPLOYEE CONTRIB - C	1,304.62
12/24/2016	12/30/2016	118985	CHEMICAL BANK	9018	HSA - EMPLOYEE CONTRIB - C	150.00
12/24/2016	12/30/2016	118986	COMMUNICATION WORK	9004	CWA UNION DUES Pay Period:	519.37
12/24/2016	12/30/2016	118987	MI STATE DISBURSEME	9012	FRIEND OF THE COURT Pay P	323.45
12/24/2016	12/30/2016	118988	PRIORITY HEALTH	392358	PRIORITY HEALTH Pay Period:	2,014.96
Grand Totals:		9				5,366.51



Check Number	Payee	Amount
01/04/2017		
118989	AIRGAS USA LLC	61.60
118990	ALL-PHASE ELECTRIC SUPPLY CO.	541.39
118991	ARMSTRONG, THOMAS	20.18
118992	ARROW UNIFORM-TAYLOR L.L.C.	1,159.48
118993	AVFUEL CORPORATION	1,520.00
118994	B & L SOUND INC	501.91
118995	BOB MATHERS FORD	1,263.90
118996	BUNKER, JENNIFER	30.00
118997	BUSK, KRISTINE	1.03
118998	CCP INDUSTRIES INC	279.88
118999	CENTRAL DRUG STORE	113.42
119000	CHARLEVOIX COUNTY TREASURER	312.39
119001	CHARLEVOIX SCREEN MASTERS INC	86.00
119002	CINTAS CORPORATION	120.18
119003	CITY OF CHARLEVOIX - PETTY CASH	429.01
119004	CRYSTAL FLASH ENERGY	1,014.04
119005	DCASSESSING SERVICES	4,371.08
119006	DeROSIA, PATTY	41.00
119007	DITCH WITCH SALES OF MICHIGAN	129,000.00
119008	DOAN, GERARD	41.00
119009	DORNBOS SIGN INC.	149.30
119010	DOTSON, LINDSEY J.	41.00
119011	ELLIOTT, PATRICK M.	41.00
119012	EMERGENCY MEDICAL PRODUCTS I	389.78
119013	ETNA SUPPLY	497.29
119014	EVANS, HAL	41.00
119015	FASTENAL COMPANY	532.07
119016	FERGUSON & CHAMBERLAIN	283.00
119017	FOX CHARLEVOIX FORD	165.00
119018	GALLS AN ARAMARK COMPANY	272.99
119019	GOLDING, JOYCE	41.00
119020	HACH COMPANY	1,331.15
119021	HAGGARD'S INC	391.16
119022	HANKINS, SCOTT	41.00
119023	HEID, THOMAS J.	41.00
119024	HEYDLAUFF, MARK L	41.00
119025	INDEPENDENT DRAFTING SERVICES	175.00
119026	J & N CONSTRUCTION	6,850.00
119027	JOBA, BOB	140.59
119028	JONES & JONES GARAGE DOOR SVC	115.50
119029	KEVIN'S METER TESTING	1,997.80
119030	KIRINOVIC, THOMAS	41.00
119031	KLEINHENN, BETTY	9.74
119032	KLOOSTER, ALIDA K.	41.00
119033	KRELL, MARY	125.00
119034	KSS ENTERPRISES	158.73
119035	MACDONALD GARBER	459.00
119036	MAYER, SHELLEY L.	41.00

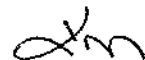
Check Number	Payee	Amount
119037	McGINN, KELLY	41.00
119038	McGREGOR, DAVID	82.50
119039	MCVEIGH'S TRUCK SPRINGS INC.	83.10
119040	MDC CONTRACTING LLC	430,260.36
119041	MICHIGAN MUSHROOM MARKET LLC	14.00
119042	MICHIGAN WATER ENV ASSOC	560.00
119043	MOELLERING, HEINZE	7.48
119044	MYER, ELIZABETH A.	258.21
119045	NORTHERN BROADCAST INC.	336.00
119046	NORTHERN MICHIGAN REVIEW INC.	121.00
119047	OMS COMPLIANCE SERVICES INC	379.00
119048	PANOFF, ZACH	41.00
119049	PARASTAR INC.	925.35
119050	PARSONS, SARAH	12.69
119051	POWER LINE SUPPLY	1,724.00
119052	PREFERRED WASTE 2 LLC	425.00
119053	ROBINSON, DAVID	20.18
119054	ROLOFF, ROBERT	41.00
119055	ROLYAN BUOYS	462.00
119056	RYLANDER, DONALD	44.45
119057	SCHWEITZER ENGINEERING LABORA	15,820.00
119058	SHARROW MASONRY INC	615.00
119059	STATE OF MICHIGAN	60.00
119060	STATE OF MICHIGAN	69,691.00
119061	STATE OF MICHIGAN	3,000.00
119062	SUPERIOR MECHANICAL	780.00
119063	SWANSON K & D INC	400.00
119064	SWEM, DONALD L.	41.00
119065	SYSTEMS SPECIALISTS INC	950.00
119066	T & R ELECTRIC	1,958.00
119067	TEMPERATURE CONROL INC.	1,260.55
119068	TRAILER DELIVERY SERVICE	500.00
119069	TRUCK & TRAILER SPECIALTIES	23.06
119070	USA BLUE BOOK	1,227.00
119071	WEATHERVANE TERRACE INN	2,856.46
119072	WELLER, LINDA	70.70
119073	WOOD, BARRY	51.87
119074	WORK & PLAY SHOP	82.26
119075	WPS TRICARE FOR LIFE	90.12
119076	WURST, RANDALL W.	41.00
119077	WYMAN, MATTHEW A.	41.00
Total 01/04/2017:		690,757.93
Grand Totals:		690,757.93

Check Number	Payee	Amount
12/19/2016		
121916001	MICHIGAN PUBLIC POWER AGENCY	16,060.58
Total 12/19/2016:		16,060.58
Grand Totals:		16,060.58

Check Number	Payee	Amount
12/21/2016		
122116001	MATSON DRISCOLL DAMICO LLP	186,062.08
Total 12/21/2016:		186,062.08
Grand Totals:		186,062.08

Check Number	Payee	Amount
12/27/2016		
122716001	MICHIGAN PUBLIC POWER AGENCY	282,100.78
122716002	MICHIGAN PUBLIC POWER AGENCY	4,141.75
Total 12/27/2016:		286,242.53
Grand Totals:		286,242.53

Check Issue Date	Check Number	Payee	Amount
123016001			
12/30/2016	12301600	**EFTPS* Payroll Taxes	7,471.82
12/30/2016	12301600	**EFTPS* Payroll Taxes	7,471.82
12/30/2016	12301600	**EFTPS* Payroll Taxes	1,747.44
12/30/2016	12301600	**EFTPS* Payroll Taxes	1,747.44
12/30/2016	12301600	**EFTPS* Payroll Taxes	11,530.49
Total 123016001:			
	5		29,969.01
123016002			
12/30/2016	12301600	Alerus Financial	420.00
Total 123016002:			
	1		420.00
123016003			
12/30/2016	12301600	STATE OF MICHIGAN	4,231.78
Total 123016003:			
	1		4,231.78
123016004			
12/30/2016	12301600	Vantagepoint - 401 Plan 109153	699.94
Total 123016004:			
	1		699.94
123016005			
12/30/2016	12301600	Vantagepoint - 457 Plan 300959	4,959.95
12/30/2016	12301600	Vantagepoint - 457 Plan 300959	626.46
12/30/2016	12301600	Vantagepoint - 457 Plan 300959	1,795.20
12/30/2016	12301600	Vantagepoint - 457 Plan 300959	5,813.46
Total 123016005:			
	4		13,195.07
123016006			
12/30/2016	12301600	Vantagepoint - Roth IRA 706117	911.53
Total 123016006:			
	1		911.53
Grand Totals:			
	13		49,427.33



Check Number	Payee	Amount
12/30/2016		
123016007	MERS	44,003.39
Total 12/30/2016:		44,003.39
Grand Totals:		44,003.39

Check Number	Payee	Amount
01/04/2017		
2810	CHARLEVOIX COUNTY TREASURER	465.20
2811	CHARLEVOIX COUNTY TREASURER	320,587.94
2812	CHARLEVOIX COUNTY TREASURER	397.87
2813	CHARLEVOIX DISTRICT LIBRARY	87,101.23
2814	CHARLEVOIX PUBLIC SCHOOLS	18,188.21
2815	CHARLEVOIX PUBLIC SCHOOLS	2,896.00
2816	CHARLEVOIX PUBLIC SCHOOLS	302.24
2817	CHARLEVOIX PUBLIC SCHOOLS	23.10
2818	CHARLEVOIX PUBLIC SCHOOLS	431.62
2819	CITY OF CHARLEVOIX - TAXES DUE	79,112.85
2820	CITY OF CHARLEVOIX/DDA	93,280.67
2821	CORELOGIC	546.49
2822	DURBIN, LEILANI	31.07
2823	FIFTH THIRD BANK	1,142.82
2824	HEARTLAND FOOD PRODUCTS	53.77
2825	HOLM, BILLIE JEAN	31.96
2826	HOYT, DAVID & LISA	734.32
2827	LERETA LLC	737.77
2828	NOVOTNY, WILLIAM	10.00
2829	RECREATIONAL AUTHORITY	17,551.94
2830	STATE OF MICHIGAN	1,370.11
Total 01/04/2017:		624,997.18
Grand Totals:		624,997.18

December 20, 2016

Chairman DDA/Main Street

ATT: Daniel Barron, Chairman

210 State Street

Charlevoix, Michigan 49720

Dear Mr. Barron

It is with regret that I resign from the Downtown Development Authority/Main Street Board, effective immediately. My schedule does not allow me to attend the next three meetings and I believe it is necessary to be an active participant in board discussions and projects.

It was a pleasure to be a member of the DDA/Main Street Board. It is a great group of directors. Thank you for the opportunity to serve Charlevoix.

John Kurtz

CHARLEVOIX CITY COUNCIL

CONSENT AGENDA ITEM

AGENDA ITEM TITLE: Ordinance #779 of 2017- Amending the certain provisions of Chapter 77: Liquor Licenses

DATE: January 3, 2017

PRESENTED BY: Consent Agenda

ATTACHMENTS: Chapter 77: Liquor Licenses (with amendments)

BACKGROUND INFORMATION:

This fall, new ownership of the Townhouse Bar sought to transfer the ownership of the liquor license. This required Council action in addition to approval from the Michigan Liquor Control Commission. We learned we are one of the only communities in northern Michigan still requiring local approval for this type of transfer. Council asked the City Attorney draft an amendment to our ordinance to do away with this provision.

If Council approves this ordinance, new licenses and certain types of transfers will still come to Council, as required by State law, but ownership transfers will no longer need Council approval so long as they have met MLCC requirements.

In order to approve this ordinance amendment, we will schedule a public hearing for the January 16 meeting and take final action to approve the ordinance at that time.

RECOMMENDATION:

Set a Public Hearing for January 16, 2017 at 7pm in the Council Chambers of City Hall to consider Ordinance #779 of 2017- An ordinance to amend certain provisions of Chapter 77: Liquor Licenses

**CHAPTER 77
LIQUOR LICENSES**

7.301. Definitions

For purposes of this chapter, the following words shall be defined to include:

- A. "License" means a liquor license issued by the Michigan Liquor Control Commission, ~~and for which city approval is required. It does not apply to off-premise licenses for which city input is requested and for which city approval is not required.~~
- B. "Person" means an individual, corporation, partnership, limited liability company, limited liability partnership or any other business entity.
- C. Public Nudity means knowingly or intentionally displaying in a public place, or for payment or promise of payment by any person including, but not limited to, payment or promise of payment of an admission fee, any individual's genitals or anus with less than a fully opaque covering, or a female individual's breast with less than a fully opaque covering of the nipple and areola. Public nudity does not include any of the following:
 - 1. A woman's breastfeeding of a baby whether or not the nipple or areola is exposed during or incidental to the feeding.
 - 2. Material as defined in section 2 of Act No 343 of the Public Acts of 1984, being section 752.362 of the Michigan Compiled Laws.
 - 3. Sexually explicit visual material as defined in section 3 of Act No. 33 of the Public Acts of 1978, being section 722.673 of the Michigan Compiled Laws.
- D. Public Place means any real property or an appurtenance to the real property which is owned by this state, any municipality of this state, a public agency, or by a college or university in this state and may include a structure, enclosure, facility, or complex, including a court, mall, park, or other area, feature, or element; a public place shall also mean a business or an educational, refreshment, entertainment, recreation, health, or transportation facility, or institution of any kind, whether licensed or not, whose goods, services, facilities, privileges, advantages, or accommodations are extended, offered, sold, or otherwise made available to the public.

7.302. Legislative Intent

The city council acknowledges the difference which the law recognizes between applications for new licenses and the transfer, renewal or revocation of existing licenses. ~~As to new licenses,~~ ⁴ This Ordinance is designed to provide a framework in which the city council can decide whether to approve or deny an application for a new license ~~or an application to transfer an existing license~~. This framework, when followed, will show a reviewing court that the city council's discretion was not exercised arbitrarily or capriciously. The city council recognizes that the issuance or denial of a license can be controversial and that litigation over the city council's decision can easily result.

The regulation of licenses and their impact on the land use goals of the city are legislative decisions. The voters and legislative process are the methods which should be used to alter legislative decisions as long as the legislative decisions are not made in an arbitrary and capricious manner. It is hoped that a reviewing court will respect the function of the city council as well as the electoral process in evaluating the actions of the city council.

Sections of this ordinance dealing with Public Nudity are intended to address the city's recognition that Public Nudity in areas in which alcohol is being consumed can create significant negative secondary effects. Such sections are intended to regulate and minimize those negative secondary effects and to effectuate the city's definition of Public Nudity, and are not intended to specifically regulate or inhibit any activity protected by the First Amendment.

The city acknowledges that existing licensees have property rights in those licenses. Thus, for the transfer of existing licenses the city has adopted with modification certain requirements recommended by the Michigan Townships Association. For the renewal or revocation of existing licenses, the city has adopted a system in this ordinance to meet procedural due process requirements.

7.303. Application for License—New and Transfers Requiring Local Approval

A. Application.

~~Applications shall be required for a new license or for transfers of existing licenses requiring local approval under the Michigan Liquor Control Code. an existing license Applications shall be made to the city council in writing, signed by the applicant, if an individual, or by a duly authorized agent thereof, if a partnership or corporation, verified by oath or affidavit, and shall contain the following statements and information:~~

Commented [RM1]: FYI Right now, the only transfers that are required to get local approval are the transfer of classification of license (or "upgrade") from Class C/Tavern to G1/G2 or from Tavern to Class C.

1. The name, age and address of the applicant in the case of an individual; or, in the case of a co-partnership, the persons entitled to share in the profits thereof; in the case of a corporation, the objects for which organized, the names and addresses of the officers and directors, and, if a majority interest in the stock of such corporation is owned by one person or his/her nominee, the name and address of such person.
2. The citizenship of the applicant, his/her place of birth, and, if a naturalized citizen, the time and place of his naturalization.
3. The character of the business of the applicant including a description of what services will be provided to patrons and how intoxicating liquor will be offered in conjunction with those services. In the case of a corporation, a copy of the Articles of Incorporation shall also be provided.
4. The length of time the applicant has been in business of that character, or, in the case of a corporation, the date when its articles of incorporation were approved by the State.
5. The location and description of the premises or place of business which is to be operated under such license.
6. A statement whether the applicant has made an application for a similar or other license on premises other than described in this application, and the disposition of that application.
7. A statement that the applicant has never been convicted of a felony and is not disqualified to receive a license by reason of any matter or thing contained in this Ordinance or the laws of the State or Michigan.
8. A statement that the applicant will not violate any of the laws of the State of Michigan or of the United States or any ordinances of the city in the conduct of its business.
9. A statement as to whether the applicant will offer entertainment at the licensed premises, and a description of the kind(s) of entertainment to be offered. The statement will address whether any entertainment will include Public Nudity.
10. The application shall be accompanied by building and site plans showing the entire structure and premises and, in particular, the specific areas where the license is to be utilized. The plans shall demonstrate adequate off-street parking, lighting, refuse disposal facilities and, where appropriate, adequate plans for screening and noise control.
11. A copy of all financial information and documents provided to the Michigan Liquor Control Commission investigator regarding financial responsibility.

B. Approval Standard for New License or License Transfer Requiring Local Approval

In determining whether a new license should be issued or an existing license should be transferred, the city council shall consider the following factors:

1. Whether the applicant, or if a partnership or corporation any member of the partnership or corporation, has been denied a license in the past seven (7) years and the reasons for the denial.
2. Whether the application is complete and contains all of the information required by this ordinance.
3. Whether the application shows compliance with applicable city ordinances regarding off-street parking, lighting, refuse disposal facilities and landscaping/screening and, additionally, noise control.
4. The impact of the proposed license and associated business on the occupants and owners of adjoining properties.
5. Whether the proposed license and associated business will adversely affect traffic safety.
6. Accessibility to the sight from abutting roads.
7. The distance from public or private schools for minors.
8. Whether the business will cause noise which would so that public or private land will be adversely affected.

C. Requirements for License--New and Transfers Requiring Local Approval

Regardless of the city council's evaluation of the approval standards, no license shall be issued to:

1. A person whose license, under this Ordinance, has been revoked for cause.
2. A person who, at the time of the application or renewal of any license issued hereunder, would not be eligible for such license upon a first application.
3. A person who does not own the premises for which a license is sought or does not have a lease therefor for the full period for which the license is issued, or to a person, corporation or co-partnership that does not have sufficient financial assets to carry on or maintain the business.
4. A person on whose premises there exists a violation of the applicable building, electrical, mechanical, plumbing or fire codes, applicable zoning regulations, applicable public health regulations, or any other applicable city ordinance.
5. A person whose application proposes a use which would be in violation of any city zoning or police power ordinance, or state or federal law.
6. A person in situations where there are delinquent unpaid real estate taxes and/or personal property taxes relating to the real estate or business which has been used, is used or will be used in conjunction with the license.
7. A person where it is determined by a majority of the city council that the premises for which the license has been requested do not or will not within six (6) months after commencement of operations, have adequate off-street parking, lighting, refuse disposal facilities, screening, noise, or nuisance control or where a nuisance does or will exist.

8. A person whose licensing activity will expand or intensify a non-conforming use under the city zoning ordinance.
- D. Term of License--Approval of a license shall continue for as long as the Michigan Liquor Control Commission license continues subject to periodic review by the city council regarding continued compliance with the regulations of this Ordinance and any conditions of approval. Approval of a license shall be on the condition that any necessary remodeling or new construction for the use of the license shall be commenced within six (6) months of the action of the city council or the Michigan Liquor Control Commission approving such license, whichever last occurs. Any delay in the completion of such remodeling or construction may subject the license to revocation.
- E. Reservation of Authority--No applicant for a license has the right to the issuance of such a license to him, her or it, and the city council reserves the right to exercise reasonable discretion to determine who, if anyone, shall be entitled to the issuance of such license. If an application is incomplete, the license may be denied without a consideration of the merits of the application.
- F. License Hearing--The city council may act on an application for a new license or the transfer of an existing license at any regular or special meeting. The city council may hold a public hearing on any application when it is determined to be in the public interest. Following action on an application, the city council shall submit to the applicant a written statement of its findings and determination.

7.304. Objections to Renewal and Request for Revocation

A. Procedure

Before filing an objection to the renewal or a request for the revocation of a license with the Michigan Liquor Control Commission, the city council shall serve a notice of hearing on the license holder. This notice of hearing shall be served by first class mail, not less than ten (10) days prior to the hearing. The notice of hearing shall contain the following:

1. Notice of proposed action.
2. Reasons for the proposed action.
3. Date, time and place of the hearing.
4. A statement that the licensee may present evidence and testimony and question adverse witnesses.

Following the hearing, the city council shall submit to the license holder and the Commission, a written statement of its findings and determination. An objection to an application for renewal must be forwarded to the Michigan Liquor Control Commission at least 30 days prior to the expiration of the license.

B. Criteria for Non-renewal or Revocation

The city council shall recommend non-renewal or revocation of a license upon a determination by it that based upon a preponderance of the evidence presented at the hearing either of the following exists:

1. Violation of any of the requirements on licenses set forth in Section IV, Paragraph C, 1 through 8 above, or,
2. Maintenance of a nuisance upon the premises.

(Ord. No. 661, 04-01-00)

7.305. City of Charlevoix Redevelopment Liquor License Program

A. Definitions

As used in this section, the following definitions shall apply:

"Downtown Development Authority" (DDA) means the Authority created by and described in Title I, Article IV (Section 1.271, et seq.) of the City Code.

"Redevelopment Project Area" means land and buildings located within the boundaries of the DDA, which are described in Section 1.276 of the City Code.

"Real property interest" means a legally recognized right in land and buildings on that land and may be established by a deed, lease, land contract, contingent sale, contingent lease, or similar documentation.

B. Application for Redevelopment Liquor License

Applications for City approval of a Redevelopment Liquor License, as authorized by MCL 436.1521a(1)(b), as amended, may be submitted to the City Clerk for real property located within the Redevelopment Project Area. The application fee shall be paid at the time of the filing of the application. The application shall contain or be accompanied by the following:

1. If the applicant is not the owner, the applicant shall include written approval by the owner for the submission of the application.
2. The address of the real property at which the license will be used.
3. Documentation whether the applicant has a real property interest in the real property with which the license will be used.
4. Documentation showing that at least \$75,000 has been expended for the rehabilitation or restoration of the building that will house the licensed premises, or which makes a commitment for a capital investment of at least \$75,000 which will be expended prior to the issuance of the license.
5. Documentation of attempts to purchase a readily available escrowed or quota on-premise license within the City of Charlevoix, and why such license was not reasonably available.
6. Documentation regarding the type of business with which the license will be used.
7. The seating capacity of business with which the license will be used.
8. Additional information or documentation that will show whether the application complies with the standards contained in Section 7.303.A. and Section 7.305.D. of the City Code.

C. Actions of City Clerk, DDA and City Council.

The City Clerk shall determine whether the application is complete. If the application is complete and the application fee has been paid, the application shall be forward to the executive director of the Downtown Development Authority (DDA) for a written recommendation by the DDA board regarding whether the application meets the standards of the City Code for the issuance of the Redevelopment Liquor License and the reasons for DDA's recommendation. The DDA shall have 30 days from the submission of the application to its executive director to make its recommendation to the City Council or this requirement of a recommendation from the DDA shall be waived. Upon the expiration of 30 days from submission of the application to the executive director of the DDA or upon receipt by the City Clerk of the DDA's recommendation, whichever occurs first, the application and the DDA's recommendation, if any, shall be submitted to the City Council for consideration and written notice of the time and date on which the application will be considered by the City Council. An application that is incomplete shall neither be forwarded to the DDA nor to the City Council.

D. Standards For Non-preferential Approval

When an application is submitted for City approval of a Redevelopment Liquor License and the State Liquor Control Commission does not request or require that the City approve one application "above all others" or otherwise prioritize an application, the application may be approved, approved with conditions or denied by the City Council. Any conditions shall relate to compliance with the requirements or standards contained in the City

Code and which are applicable to the application. In determining whether a license should be approved, the City Council shall consider the following requirements or factors (jointly, called the Standards):

1. If the applicant is not the owner, the owner of the real property with which the license will be used must approve in writing the submission of the application.
2. The applicant must have a real property interest in the real property with which the license will be used.
3. The business with which the license will be used shall be engaged in dining, entertainment or recreation.
4. The business with which the license will be used shall have a seating capacity of at least twenty-five (25) people.
5. At least \$75,000 shall have been expended for the rehabilitation or restoration of the building that will house the licensed premises, or which makes a commitment for a capital investment of at least \$75,000 or if a commitment has been made to expend at least \$75,000 prior to the issuance of the license, the applicant must agree that the fulfillment of this commitment shall be a condition of approval.
6. The applicant shall have attempted to purchase a readily available escrowed or quota on-premise license within the City of Charlevoix and shall establish that a license was not reasonably available.
7. The extent to which the business with which the license will be used will contribute a new or unique choice to the mix of businesses in the DDA district.
8. The extent to which the business with which the license will be used will promote economic growth in a manner consistent with adopted goals, plans or policies applicable to the DDA district, including but not limited to the DDA's Development Plan and all other master plans applicable to the DDA district.
9. Those factors related to a request for issuance of a new liquor license contained in Section 7.303.B. of the City Code.

E. Standards for Preferential Approval

When an application is submitted for a Redevelopment Liquor License and the State Liquor Control Commission requests or requires the City to approve one application "above all others" or otherwise prioritize an application, the following procedure shall apply:

1. The application must be approved or approved with conditions pursuant to Section 7.305.D. of the City Code.
2. The application shall be ranked or prioritized by the City Council in comparison to other pending and approved applications in a manner consistent with the request or requirements of the State Liquor Control Commission.
3. In evaluating the ranking or prioritization of an application, the Council shall consider the extent to which the application and supporting information or documentation exceeds the Standards contained in Section 703.5.D. and the detail and quality of the application and supporting information or documentation. The more detailed and precise the application and the supporting information or documentation and the greater the extent that the Standards contained in Section 705.3.D. are exceeded, then the higher the priority that such an application shall be given.

F. Setting of Application Fee.

The City Council shall adopt by resolution for an application fee for a Redevelopment Liquor License and may modify such fee from time to time.

G. Zoning Compliance.

The issuance of a Redevelopment Liquor License does not alter the requirement that the proposed land use must comply with all applicable zoning regulations.

Section 2. Severability.

If any section, provision or clause of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect any remaining

Section 3. Effective Date.

This Ordinance shall become effective thirty (30) days after its enactment.

(Ord. No. 758, 01-07-13)

CHARLEVOIX CITY COUNCIL

AGENDA ITEM

AGENDA ITEM TITLE: Trademark Properties Building Fire Briefing

DATE: January 3, 2017

PRESENTED BY: Gerard Doan, Police/Fire Chief

ATTACHMENTS: None

BACKGROUND INFORMATION:

As you are aware, on December 24 there was a major fire at the Trademark Properties building that housed Cherry Republic and several offices. Our Fire Department responded along with several other area departments. There was also a rekindle of this fire on December 25.

While the investigation in the cause of the fire is on-going, Chief Doan will provide us an update how we responded and possible next steps given the recent fires in our community.

STAFF RECOMMENDATION:

Council discussion.

**CHARLEVOIX CITY COUNCIL
AGENDA ITEM**

AGENDA ITEM TITLE: Cantina Restaurant Group, LLC Redevelopment Liquor License Application

DATE: January 3, 2017

PRESENTED BY: Mark L. Heydlauff, City Manager

ATTACHMENTS: 1. Resolution 2017-01-01 Local Government Approval of Liquor License
2. Liquor License Application including Redevelopment Addendum

BACKGROUND INFORMATION:

Cantina Restaurant Group, LLC is seeking support from City Council to obtain a Redevelopment Liquor License to be located at 101 Van Pelt Place. Pursuant to Michigan Liquor Control Commission regulations, liquor licenses may require approval from the City of Charlevoix. During their regularly scheduled meeting on December 20th, the DDA approved the Cantina's Redevelopment Application.

In 2000, the Charlevoix City Council adopted Chapter 77, Liquor Licenses outlining the application process for a new license, or for the transfer of an existing license. A copy of the Cantina Restaurant Group, LLC application is attached.

Council's evaluation of the liquor license should consider the following factors:

1. Whether the applicant, or if a partnership or corporation any member of the partnership or corporation, has been denied a license in the past seven years and the reasons for the denial.
2. Whether the application is complete and contains all of the information required by this ordinance.
3. Whether the application shows compliance with applicable city ordinances regarding off-street parking, lighting, refuse disposal facilities and landscaping/screening and, additionally, noise control.
4. The impact of the proposed license and associated business on the occupants and owners of adjoining properties.
5. Whether the proposed license and associated business will adversely affect traffic safety.
6. Accessibility to the sight from abutting roads.
7. The distance from public or private schools for minors.
8. Whether the business will cause noise which would so that public or private land will be adversely affected.

Requirements for license – new and/or transfer. Regardless of the City Council's evaluation of the above factors, no license shall be issued under the following conditions:

1. A person whose license, under this Ordinance, has been revoked for cause. **Not applicable.**
2. A person who, at the time of the application or renewal of any license issued hereunder would not be eligible for such license upon a first application. **Not applicable.**
3. A person who does not own the premises for which a license is sought or does not have a lease therefor for the full period for which the license is issued, or to a person, corporation or co-partnership that does not have sufficient financial assets to carry on or maintain the business. **Not applicable.**

4. A person on whose premises there exists a violation of the applicable building, electrical, mechanical, plumbing or fire codes, applicable zoning regulations, applicable public health regulations, or any other applicable city ordinance. There are no known zoning violations at the site.
5. A person whose application proposes a use which would be in violation of any city zoning or police power ordinance, or state or federal law. The proposed use would be in conformance with City zoning
6. A person in situations where there are delinquent unpaid real estate taxes and/or personal property taxes relating to the real estate or business which has been used, is used or will be used in conjunction with the license. No delinquent taxes per Treasurer McGinn.
7. A person where it is determined by a majority of the City Council that the premises for which the license has been requested do not or will not within six months after commencement of operations, have adequate off-street parking, lighting, refuse disposal facilities, screening, noise, or nuisance control or where a nuisance does or will exist. These requirements are currently met by the establishment, and would not be expected to change with what is proposed.
8. A person whose licensing activity will expand or intensify a non-conforming use under the city zoning ordinance. There are no non-conforming uses on the site that would be expanded or intensified.

RECOMMENDATION:

Council must choose whether or not to hold a public hearing. There are two possible motions:

Motion to set a public hearing for Monday, January 16, 2017 at 7:00 p.m. for the purpose of considering a resolution to grant/deny local government approval of a liquor license.

OR

Motion to approve (or disapprove) Resolution 2017-01-01, Michigan Liquor Control Commission Local Government Approval for Cantina Restaurant Group, LLC.

Resolution No. 2017-01-01
MICHIGAN LIQUOR CONTROL COMMISSION
LOCAL GOVERNMENT LIQUOR LICENSE APPROVAL
(Authorized by MCL 436.1501)

At a REGULAR meeting of the City of Charlevoix City Council called to order by Mayor Luther Kurtz, on January 3, 2017 at 7:00 p.m., the following resolution was offered:

Moved by Councilmember xxx and supported by Councilmember xxx that the application from Cantina Restaurant Group, LLC for the following license(s): SDM License, Class C License, and Redevelopment License to be located at 101 Van Pelt Place, Charlevoix, MI 49720

be considered for approval by the Michigan Liquor Control Commission.

RESOLVED this 3rd day January, 2017 A.D.

Resolution was adopted by the following yea and nay vote:

Yeas:

Nays:

Absent:

CITY OF CHARLEVOIX

Liquor License Application

You MUST answer all questions and include all attachments or this application will be returned to you. Bring or mail this application to the City Clerk, City of Charlevoix, 210 State Street, Charlevoix, Michigan 49720.

This form is designed to conform to the Michigan Liquor Control Code of 1998 being Public Act 1998 No. 58 (MCL 436.1101, et seq), and the City of Charlevoix Liquor License Ordinance.

Approval of a new liquor license or the transfer of an existing license is not a determination that the applicant has complied with other ordinances or regulations.

I. **APPLICANT INFORMATION** (if more than one applicant, please attach separate sheet)

Name of individual or business entity: Cantina Restaurant Group, LLC

- A. If the business entity is a partnership or a limited liability company provide the name of person or persons entitled to share in the profits of the partnership or limited liability company (attach separate sheets if needed):

Evan D. Chappuies

Luther J. Kurtz

- B. If the business entity is a corporation, provide the names and addresses of the officers and directors of the corporation (attach separate sheets if needed)

If a majority interest in the stock of such corporation is held by one person or one person's nominee, please provide the name and address of such person:

Provide proof of the citizenship of the applicant and all persons listed in Paragraph 1 above. Attach copy of current passport OR attach copies of two forms of identification such as Driver's License, State ID or Social Security card.

If the applicant or any of the parties listed in Paragraph I above is/are a naturalized citizen of the United States, please provide the date(s) and place(s) of where citizenship was received.

All of the following attachments **MUST** be included. Label each attachment as shown.

- 2006
10/10/06
10/10/06
10/10/06
10/10/06

IV. CONVICTION AND DISQUALIFICATION

Applicant certifies that the applicant or the individuals named in Paragraph I of this application with applicant being a duly authorized disclosed agent of any corporation or partnership listed in this application certifies applicant and all listed individuals listed on this application have never been convicted of a felony and that applicant and other individuals listed in this application are not disqualified and have never been disqualified to receive a license by reason of any matter or thing contained in this ordinance or in the laws of the State of Michigan.

V. STATEMENT OF GOOD FAITH

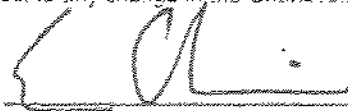
Applicant certifies that applicant or the individuals named in Paragraph I of this application with applicant being a duly authorized disclosed agent of the corporation and/or partnership listed in this application states that applicant and all named individuals listed in Paragraph I will not violate any of the laws of the State of Michigan or the United States or any ordinances of the City of Charlevoix in the conduct of the business.

VI. AFFIDAVIT AND PERMISSION FOR CITY, COUNTY AND STATE OFFICIALS TO ENTER THE PROPERTY FOR INSPECTIONS:

I agree the statements made above are true and if found not to be true, this application and any approval will be void. Further, I agree to comply with the conditions and regulations in the Michigan Liquor Control Code of 1998 and the Charlevoix City Code. Further, I agree to give permission for officials of the City of Charlevoix, Charlevoix County, and the State of Michigan to enter the property and any structures thereon where the licensed premises is located for purposes of inspection during normal business hours. Further, I understand that this is only a liquor license application and that such license conveys certain rights under the Charlevoix City Code and the Michigan Liquor Control Code, being Public Act 1998 No. 58, MCL 430.1101 et seq, and does not include any representation or conveyance of rights in any other statute, zoning under the City of Charlevoix's Code, or other property rights.

Finally, even if this liquor license is approved, I understand the City of Charlevoix Code and state statutes change from time to time. Therefore, I hereby acknowledge that any approval of this liquor license is subject to any change in the Charlevoix City Code or state statute as authorized by law.

Applicant's Signature



Date

12/13/16

For office use only

Reviewer's action: Total fee \$ 100 - Check # cash Date received 12-13-16

This matter was Approved / Denied by action of the City Council on

Signature

Title

Liquor License Application

Applicant: Cantina Restaurant Group, LLC

Attachments:

A. The proposed business, "Cantina", will be a Mexican restaurant, serving authentic Mexican food, hand-crafted cocktails, beer, and wine. Liquor will be sold for on-premise use, in a controlled environment. Carry out beer and wine will be available.

B. Evan Chappules has been in the hospitality business for 16 years in a restaurant establishment and has taken certification classes for responsible alcohol serving. Evan is currently the managing partner of an existing, licensed establishment.

C.

(i): 101 VAN PELT PL, Charlevoix, MI, 49720

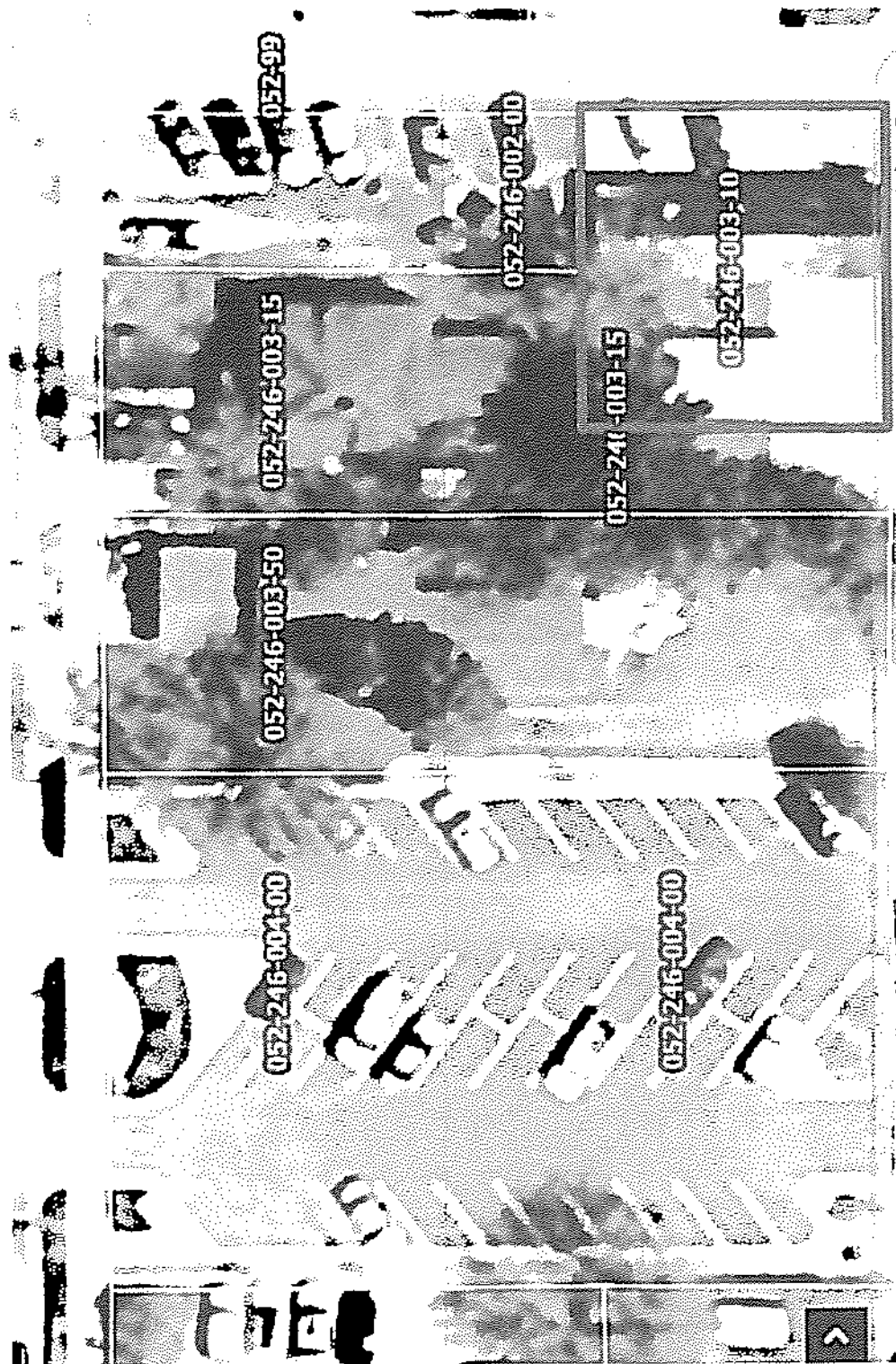
(ii): Legal Description: . DDA 1984BEG AT SE COR LOT 3 OF BLK 6 OF ORIG PLAT OF VIL (NOW CITY) OF CX TH AL S LI OF SD LOT 3
N89DEG19'27"W 31.18FT TH N0. DEG37'36"W 59.99FT TH S89DEG19'26"E 31.13FT TO NW COR OF PROP DESC L292P834 CX CTY R/D TH AL N LI OF LAST DESC CRSE S89DEG19'27"E 36.09FT TH AL E LI OF SD PROP S0DEG32'18"W 60FT TO S LI OF SD LOTTH N89DEG19'27"W 36.13FT TO POB BEING PTLOTS 2&3 OF ORIG PLAT OF CITY OF CX 97SP/COMB1096 246-003-00/246-002-50

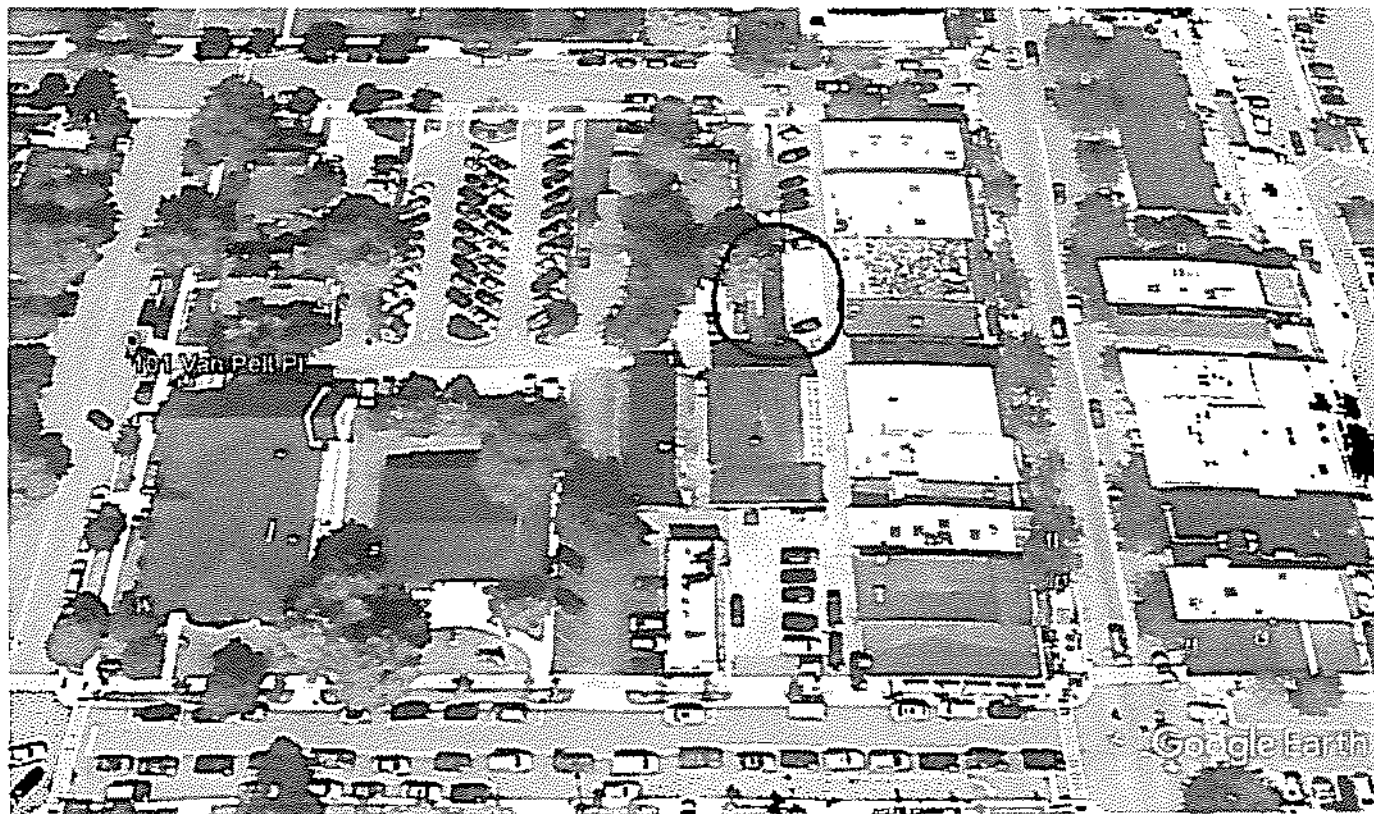
(iii): We would like to offer entertainment in the form of a solo musician. There will be no nudity.

D. See Attached.

E. MLCC Information. See Attached

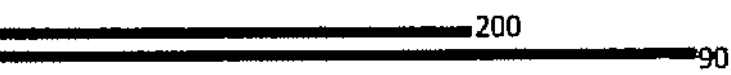
F. Cantina Restaurant Group, LLC has not made any previous applications.





Google Earth

feet
meters



CITY OF CHARLEVOIX
Liquor License Application
Addendum for Redevelopment Liquor Licenses

Please note: this application must be submitted WITH the "Liquor License Application". You MUST answer all questions and include all attachments or the application will be returned to you. Bring or mail the applications to the City Clerk, City of Charlevoix, 210 State Street, Charlevoix, Michigan 49720.

This form is designed to conform to Public Act No. 501 of the Public Acts of 2006, being Section 521a(1) of the Michigan Liquor Control Code of 1998, being MCL 436.1521a(1), and the City of Charlevoix Redevelopment Liquor License Ordinance.

Approval of a new liquor license or the transfer of an existing license is not a determination that the applicant has complied with other ordinances or regulations.

1. Name, address, and contact information of applicant:

Cantina Restaurant Group, LLC 108 Michigan Ave Charlevoix MI
49720

2. Address of the real property at which the license will be used:

101 Van Pelt Pl Charlevoix, MI 49720

3. Is the establishment located within the Downtown Development Authority limits? ☒ Yes ☐ No

4. Will the establishment offer: ☒ Dining ☐ Recreation ☒ Entertainment

5. How many days per week and hours per day will the establishment be open to the public?

Monday Thru Saturday 11AM to 11PM

Sunday 11AM to 9PM

6. What is the seating capacity of this establishment?

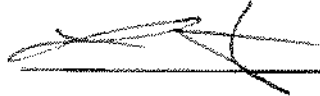
Winter 28 Summer 98

Attach the following, per Ordinance 758 of 2012, 7.305.B.3-6, and 7.305.B.8:

- ☒ Documentation whether the applicant has a real property interest in the real property with which the license will be used. Only as Lessee
- ☒ Documentation showing that at least \$75,000 has been expended for the rehabilitation or restoration of the building that will house the licensed premises, or which makes a commitment for a capital investment of at least \$75,000 which will be expended prior to the issuance of the license.
- ☒ Documentation of attempts to purchase a readily available escrowed or quota on-premise license within the City of Charlevoix, and why such license was not reasonably available.
- ☒ Documentation regarding the type of business with which the license will be used.
- ☒ Additional information or documentation that will show whether the application complies with the standards contained in Section 7.303.A. and Section 7.305.D. of the City Code.

As owner of the premises, (if not the applicant), I approve of the submission of this application:

Owner's Signature:



Date:

12-13-16

Owner's Name & Contact #: (print)

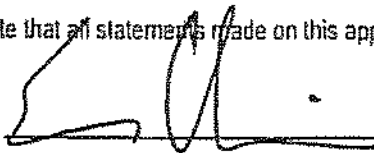
Luther J. Kurtz

231-622-2052

lutherkurtz@hotmail.com

I, the applicant, do state that all statements made on this application and attachments are true and complete.

Applicant's Signature:



Date:

12/17/16

COMMERCIAL LEASE

THIS COMMERCIAL LEASE (alternatively this "Lease" and/or this "Agreement") is made to be effective as of the ____ day of _____, 2016, by and between Cantina Restaurant Group, LLC, a Michigan limited liability company, whose address is 108 Michigan Avenue, Charlevoix, MI 49720 (hereinafter the "Tenant"), and Celebrate Me Home LLC, a Michigan limited liability company, whose address is 427 Michigan Avenue, Charlevoix, Michigan 49720 (hereinafter the "Landlord").

RECITALS

- A. Landlord owns certain real property situated in the City of Charlevoix, Charlevoix County, Michigan, which is described as:

Beginning at the Southeast corner of Lot 3, Block 6, of the Original Plat of the Village (now City) of Charlevoix; thence along the South line of said Lot 3, North 89°19'27" West 31.18 feet to a T-iron stake; thence North 00°37'36" West 59.99 feet to a T-iron stake; thence South 89°19'26" East 31.13 feet to an iron stake at the Northwest corner of property described in Liber 292, Page 834, Charlevoix County Records; thence along the North line of said last mentioned property South 89°19'27" East 36.09 feet to the Northeast corner of property described in said Liber 292, Page 834; thence along the East line of said property South 00°32'18" West 60.00 feet to an iron stake on the South line of said Lot 2; thence along the South line of said Lot 2, North 89°19'27" West 36.13 feet to the point of beginning; being a part of Lots 2 and 3, Block 6, the Original Plat of the Village (now City) of Charlevoix (hereinafter referred to as "Real Property").

- B. Landlord wishes to lease to Tenant certain areas situated with the Real Property and Tenant wishes to lease from Landlord certain areas situated within Real Property, based upon the terms and conditions hereinafter set forth.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, together with one dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant mutually and expressly agree as follows:

1. **PREMISES.** Landlord does hereby lease to Tenant and Tenant does hereby lease from Landlord, upon the terms set forth below, those areas of the Real Property which comprise the easterly and northerly portions thereof and are identified and depicted in attached Exhibit "A" as the Leasehold Realty (hereinafter the "Leasehold Realty"). The Leasehold Realty also bears the address of 101 Van Pelt Place, Charlevoix, Michigan 49720. With respect to those portions of the Real Property which are not included within the Leasehold Realty, (i) Landlord shall designate and afford to Tenant a reasonable route of access over and across the same, to provide ingress and egress to and from the fenced/gated areas of the Leasehold Realty and the alley/roadway known as Van Pelt Place, and (ii) Landlord may in Landlord's sole discretion, afford to Tenant vehicular parking thereon.

2. **TERM.** This Lease and all terms hereof shall be of full legal force and effect and binding upon the parties as of the effective date set forth above. The term of this Lease shall commence on April 1, 2017 (the "Commencement Date"), which term shall continue for a period of five (5) years from and after said Commencement Date (hereinafter the "Initial Term"). Subject to Paragraph 17 below, Tenant shall be entitled to full possession of the Leasehold Realty as of said Commencement Date. Notwithstanding the foregoing, Tenant may take limited possession of the Leasehold Realty upon execution of this Lease by Landlord and Tenant, provided (i) Tenant first pays to Landlord the rent of \$2,000.00 attributable to the first month of the Initial Term, together with the Security Deposit, as respectively contemplated within Paragraphs 3 and 22 below, (ii) Tenant first satisfies its insurance obligations set forth in Paragraph 5 below, and (iii) Tenant shall not in any manner impair the ability of Landlord to effect in a timely manner those improvements to the Leasehold Realty which are contemplated in Paragraph 17 below. Tenant shall not be responsible for payment of rent for periods prior to the Commencement Date, provided Tenant's possession of the Leasehold Realty prior to such time shall be limited to preparation of the Leasehold Realty for Tenant's full possession as of said Commencement Date.

Tenant may extend the term of this Lease for one (1) additional term encompassing an additional period of five (5) years (hereinafter the "Renewal Term"), based upon the terms and conditions otherwise set forth herein, provided that Tenant is not in default upon its obligations hereunder, that Tenant delivers written notice Landlord irrevocably declaring its intent to so extend the term of this Lease, and that Tenant shall pay to Landlord an increased amount of monthly rent during the Renewal Term, as so provided in Paragraph 3 below. Written notice of Tenant's intent to extend the term of this Lease for the Renewal Term, must be delivered to Landlord no later than 120 days prior to the expiration of the Initial Term of this Lease.

3. **RENT.** Tenant agrees to pay to Landlord as rent for the Leasehold Realty during the Initial Term the sum of \$2,000.00 per month, which shall be payable in advance. Rent for the first month of the Initial Term shall be paid concurrent with Tenant's execution of this Lease. Rent for the second month of the Initial Term shall thereafter be payable 30 days from and after the Commencement Date and monthly rental payments shall continue on the same day of each successive month throughout the Initial Term of this Lease. In the event that Landlord should fail to complete the leasehold improvements for which Landlord is obligated pursuant to Paragraph 17 below, by the Commencement Date, and if as a result Tenant is unable to obtain full possession of the Leasehold Realty as of said Commencement Date, rent shall abate until such time as Tenant is provided full possession.

Tenant shall pay to Landlord monthly rent during the Renewal Term in such amount as Landlord, in its sole discretion, shall determine. In no event, however, shall Tenant be obligated to pay to Landlord rent in an amount greater than \$2,500.00 per month during said Renewal Term.

All payments of rent and/or any other sums to be paid to the Landlord shall be made at Landlord's address appearing above, or at such other place as the Landlord shall designate in writing from time to time. In the event that any payment of rent is not received by Landlord within ten (10) days from the date the same is due, Tenant shall pay a late charge of One Hundred (\$100.00) Dollars in addition thereto.

4. **UTILITIES.** Tenant shall place in its name and shall pay to all affected utility companies when and as said charges become due, any and all utility services afforded to the Leasehold Realty including without limitation by enumeration, utility services for heat/air conditioning, electricity, water and sewer service, telephone service and refusal removal.

5. **INSURANCE.** Tenant agrees to indemnify and hold Landlord harmless from any liability for damages to any person or property in, on or about the Leasehold Realty from any cause whatsoever, except for any acts or omissions of the Landlord or its agents, successors, assigns, employees, servants, or invitees, and Tenant agrees that it will at all times during the term hereof, carry and maintain as additional rent hereunder, for the mutual benefit of Landlord and Tenant, naming Tenant as an insured party and Landlord as an "additional insured," general public liability insurance against claims for personal injury, sickness or disease, including death and property damage in, on or about the Leasehold Realty. Such insurance shall afford protection to the limit of not less than \$1,000,000.00 with respect to (i) each person, (ii) any one occurrence causing bodily injury or death, and (iii) property damage. Tenant shall furnish Landlord with a certificate or certificates of such insurance policy or policies, together with satisfactory proof that all required premiums have been paid.

In case any action or proceeding shall be commenced against Landlord growing out of any such loss, cost, damage or expense referenced above, Landlord may give written notice of the same to Tenant and thereafter Tenant shall assume and discharge all obligations to defend such action or proceeding, and save and keep the Landlord harmless from all expenses, counsel fees, costs, liabilities, judgments and executions in any manner growing out of, pertaining to or connected therewith. All policies and insurance procured by Tenant shall be written with reputable companies, satisfactory to Landlord, authorized to do business in the State of Michigan.

Tenant shall have the sole responsibility, at its expense, to secure insurance coverage for (i) Tenant's contents and any other personal property located upon and within the Leasehold Realty, (ii) any and all improvements which the Tenant should effect to the Leasehold Realty and (iii) loss of use in the event that fire or other casualty should render the Leasehold Realty untenable.

6. **TAXES.** Landlord shall pay when and as the same shall become due, all real property taxes and municipal assessments attributable to the Leasehold Realty. Tenant shall pay all personal property and other taxes attributable to its business operation and occupancy.
7. **MAINTENANCE AND REPAIRS.** Tenant covenants and agrees that Tenant shall, throughout the term of this Lease and at Tenant's sole cost and expense, take good care of the Leasehold Realty and all structures, improvements and all appurtenances situated therein and shall promptly undertake minor maintenance and repairs, as necessary to maintain the Leasehold Realty in good, attractive, clean, orderly and operational condition. The term "minor maintenance and repairs" shall include replacements or renewals when necessary, including but not limited to replacement of windows and doors and all such repairs made by Tenant shall be equal in quality and class to the original work.

Except to the extent provided otherwise above, Landlord shall at its expense render major maintenance and repairs at the Leasehold Realty, including major maintenance and repair of the roof, four (4) outer walls and mechanical systems.

8. **COSTS OF LANDLORD AND TENANT.** Tenant agrees to pay (i) any and all sums which may become due by reason of a failure of Tenant to comply with any of the terms and conditions of this Lease, (ii) any and all payments or expenditures made by Landlord with respect to obligations which Tenant has failed to fulfill under the terms of this Lease, as otherwise referenced in Paragraph 13 below, together with (iii) all damages, costs, expenses and actual attorney fees which Landlord may suffer or incur by reason of any default by Tenant hereunder. Landlord likewise agrees to pay all damages, costs, expenses and actual attorney fees which Tenant may suffer or incur by reason of any default by Landlord hereunder.
9. **ASSIGNMENT OR SUBLETTING.** Tenant shall not assign or sublet this Lease or any part of the Leasehold Realty, to any other persons or entities, without the prior written consent of Landlord.
10. **USE AND OCCUPANCY.** It is understood and agreed between Landlord and Tenant that the Leasehold Realty during the continuance of this Lease shall be used and occupied exclusively by Tenant for operation of a bar/restaurant business. Tenant agrees that it will comply with and not use or permit any person to use the Leasehold Realty or any part thereof for any use or purposes in violation of the laws of the United States, the State of Michigan, the ordinances or other regulations of the County of Charlevoix or the City of Charlevoix or of any other lawful authorities. Tenant will keep and/or see that the Leasehold Realty and every part thereof is kept in a clean and wholesome condition and generally will comply with all lawful health and police regulations.

Whenever this Agreement shall be terminated, whether by lapse of time, forfeiture, or in any other way, Tenant will yield and deliver up the Leasehold Realty including the building, improvements, fixtures and equipment located thereon and therein contained, peaceably to Landlord, in as good repair and condition as when taken by Tenant, except for reasonable and normal wear and tear. Tenant may at its expense, remove any fixtures or equipment installed by Tenant provided Tenant shall replace the same at its expense, in the event Tenant has removed any such fixtures or equipment from the Leasehold Realty. Tenant shall at its expense restore the Leasehold Realty to a condition which is equal or superior to the condition thereof as the Commencement Date, and all such fixtures and equipment which are replaced by Tenant shall be equal in quality and class to the original work.

11. **DAMAGE TO OR DESTRUCTION OF REAL ESTATE.** In the event that the Leasehold Realty is damaged or destroyed in whole or in part by fire or other casualty during the term hereof, to the extent of more than one half of the value thereof, either Landlord or Tenant may at their option terminate this Lease forthwith by written notice to the other. In the event that the Leasehold Realty is damaged or destroyed by fire or other casualty during the term hereof to the extent of less than one half of the value thereof, the Landlord will, repair and restore the same to good, tenantable condition with reasonable dispatch.

In the event that the Landlord undertakes to repair and restore the Leasehold Realty to good, tenantable condition, the rent herein provided for shall abate entirely in case the entire Leasehold Realty is untenable and pro rata for the portion rendered untenable, in case a part only is untenable, until the same shall be restored to a tenantable condition. If the Tenant shall fail to adjust its own insurance or remove its damaged goods, wares, equipment or property within a reasonable time, and as a result thereof the repair and restoration is delayed, there shall be no abatement of rent during the period of such resulting delay. There shall be no abatement of rent if such fire or other cause damaging or destroying the Leasehold Realty shall result from the negligence or willful act of the Tenant, its agents or employees. If the Tenant shall use any part of the Leasehold Realty for storage during the period of repair, a reasonable charge shall be made therefor against the Tenant.

12. **EMINENT DOMAIN.** If the Leasehold Realty, or so much thereof as shall render the Leasehold Realty untenable, shall be taken by the right of eminent domain or condemned or sold under threat of the exercise of such right, this Lease shall terminate as of the date the condemning authority takes physical possession. Tenant shall pay all rent due through the date of any termination of this Lease pursuant to this Paragraph. In the event of any taking or sale whatsoever, all awards, damages and proceeds shall belong to Landlord.
13. **EXPENDITURE BY LANDLORD.** If the Tenant shall default in any payment or expenditure other than rent which is required to be paid or expended by the Tenant under the terms hereof, Landlord may at its option and without obligation therefor, make such payment or expenditure, in which event the amount thereof shall be payable as rent to the Landlord by the Tenant on the next ensuing rental payment date, together with interest thereon at twelve (12%) percent per annum from the date of such payment or expenditure by the Landlord. On default in such payment Landlord shall have the same remedies as on default in payment of rent.
14. **CONDITION OF PREMISES.** Tenant acknowledges that it has examined the Leasehold Realty prior to the making of this Lease, that it knows the condition thereof and acknowledges that no representations as to the condition or state of repairs thereof have been made by the Landlord or its agents, which are not set forth in this Lease. Subject to Paragraph 17 below, Tenant accepts the Leasehold Realty in its present "as is, with all faults" condition as of the date of execution of this Lease.
15. **LIABILITY.** All Tenant's personal property of every kind and description, including trade fixtures, which may at any time be located within the Leasehold Realty, shall be kept at Tenant's sole risk or at the risk of those claiming under Tenant. By way of example and not limitation, Landlord shall not be responsible or liable to Tenant for any loss of business or other loss or damage to Tenant that may be occasioned by or through (i) the acts or omissions of persons occupying adjoining premises, (ii) bursting, stoppage or leaking of water, gas, sewer or steam pipes, or (iii) the malfunction of mechanical systems.
16. **RIGHT TO MORTGAGE-SUBORDINATION.** The Landlord shall have the unconditional right to mortgage its interest in and to the Leasehold Realty. Tenant agrees that upon request of Landlord it will execute and deliver to any such lender the estoppel certificate contemplated in Paragraph 30 below, and Tenant hereby irrevocably appoints Landlord as the attorney-in-fact of Tenant to execute and deliver any such instruments for

and in the name of the Tenant. The word "mortgage" as used herein includes mortgages, deeds of trust or other similar instruments and modifications, consolidations, extensions, renewals, replacements and substitutions thereof.

17. **ALTERATIONS/IMPROVEMENTS.** The parties agree that Tenant shall not make any alterations, additions or improvements to the Leasehold Realty without the written consent of the Landlord, which shall not be unreasonably withheld, and if required by the terms of any mortgage on the Leasehold Realty, a written consent of the mortgagee. Subject to Paragraph 10 above, all alterations, additions, fixtures or improvements made by either of the parties upon the Leasehold Realty shall be the property of Landlord and shall remain upon and be surrendered with the Leasehold Realty upon termination of this Agreement.

Landlord and Tenant have agreed that certain leasehold improvements and/or renovations have or will be rendered to the Leasehold Realty. The respective obligations to render such improvements, as well as the respective financial obligation to pay the expense of the same, are reflected below. The leasehold improvements to be rendered by Landlord shall be basic in nature and Landlord shall endeavor in good faith to complete such improvements by the Commencement Date. Tenant shall also endeavor to complete the leasehold improvements for which it is obligated by the Commencement Date and Tenant may effect upgrades to the leasehold improvements which are rendered by Landlord, provided Tenant shall bear the obligation to render and pay for such upgrades.

<u>Leasehold Improvements</u>	<u>Obligation to Render and Pay</u>
Necessary structural improvements	Landlord
New roof	Landlord
Concrete for patio area	Landlord
Exterior paint	Landlord
Electrical wiring and lighting	Landlord
Plumbing/HVAC/boiler	Landlord
Flooring	Landlord
Drywall	Landlord
Windows and doors	Landlord
Kitchen & bar equipment	Tenant
Furniture and furnishings	Tenant
Décor	Tenant
Fencing	Tenant
Glassware/dishes/flatware	Tenant
Television and audio systems	Tenant
Bathroom facilities	Tenant
Interior paint	Tenant
Exterior storage	Tenant
Special electrical and plumbing needs	Tenant
Specialty lighting	Tenant

18. **MECHANIC'S LIEN.** The Tenant shall not suffer or permit any mechanic's liens to be filed against the Leasehold Realty or any part thereof by reason of work, labor, services or materials supplied or claimed to have been supplied to the Tenant or anyone holding the

Leasehold Realty or any part thereof through or under the Tenant. If any such mechanic's lien shall at any time be filed against the Leasehold Realty by virtue of any acts or omissions of Tenant, the Tenant shall cause the same to be discharged of record within thirty (30) days after the date of filing of the same. If the Tenant shall fail to discharge such mechanic's lien within such period, then, in addition to any other right or remedy of the Landlord upon default or otherwise, the Landlord may after written notice to Tenant but without obligation thereto, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit in Court or by giving security or by such other manner as is, or may be, prescribed by law. Any amount paid by the Landlord for any of the aforesaid purposes, and all actual legal and other expenses of the Landlord in or about procuring a discharge of such a lien, together with all necessary disbursements in connection therewith, and together with interest thereon at a rate of 12% per annum, shall be repaid by the Tenant to the Landlord on demand and if unpaid, shall be immediately due as additional rent. Nothing herein contained shall imply any consent or agreement on the part of the Landlord to subject the Landlord's estate to liability under any mechanic's lien law.

19. **WASTE.** The Tenant covenants not to do or suffer any waste or damage, disfigurements or injury to any building or improvement now or hereafter located at the Leasehold Realty, or the fixtures and equipment thereof, or to permit or suffer any overloading of the floors thereof.
20. **ACCESS TO PREMISES.** The Tenant covenants and agrees that the Landlord may enter the Leasehold Realty at reasonable times and install or repair pipes, wires and other appliances or make any repairs deemed by the Landlord essential to the use and occupancy of the Leasehold Realty or adjoining premises. Tenant further agrees to permit Landlord and the authorized representatives of Landlord to enter the Leasehold Realty at all reasonable hours for the purpose of inspecting the same.
21. **ENVIRONMENTAL INDEMNIFICATION.** Tenant agrees to indemnify, save and hold the Landlord and any of its past, present and future agents, employees, representatives and consultants harmless of and from any and all loss, damages, suits, penalties, costs, liabilities and expenses including reasonable investigation and legal expenses, arising out of any claim, loss or damage to persons or property as a result of any environmental contamination or a violation of any local, state and/or federal environmental laws, rules, regulations, statutes and/or ordinances, caused by or in any way related to the Tenant's use and/or occupation of the Leasehold Realty.
22. **SECURITY DEPOSIT.** Tenant shall pay to Landlord a security deposit in the amount of \$2,000.00 concurrent with Tenant's execution of this Lease, which Landlord shall retain as security for the faithful performance of all covenants, conditions and agreements of this Lease, but in no event shall the Landlord be obliged to apply the same upon rent or other charges in arrears or upon damages for Tenant's failure to perform said covenants, conditions and agreements, although Landlord may so apply this security at its option. The Landlord's right to the possession to the Leasehold Realty for nonpayment of rent or for any other reason shall not in any event be affected by reason of the fact that the Landlord holds the security deposit. The said sum, if not applied toward the payment of rent in arrears or toward the payment of damages suffered by the Landlord by reason of the Tenant's breach of the covenants, conditions and agreements of this Lease, is to be returned to Tenant when this

Lease is terminated. In no event is the security to be returned until Tenant has vacated the Leasehold Realty and delivered possession to the Landlord. In the event that Landlord repossesses itself of the Leasehold Realty because of the Tenant's default or because of the Tenant's failure to otherwise carry out the covenants, conditions and agreements of this Lease, the Landlord may apply the security upon all damages suffered to the date of said repossession and may retain the security to apply upon such damages as may be suffered or shall accrue thereafter by reason of Tenant's default or breach. The Landlord shall not be obliged to keep the security as a separate fund, but may mix the security with its own funds.

23. **DEFAULT.** The occurrence of the following events shall constitute default by Tenant under the terms of this Lease: (a) If Tenant shall fail to fully pay to the Landlord any outstanding rent, when and as the same shall become due, (b) If Tenant shall fail to fully perform any of the other duties and obligations imposed upon Tenant by this Lease, within 10 days after written demand by Landlord therefor, (c) If a petition in bankruptcy shall be filed, (d) If a general assignment for the benefit of Tenant's creditors is made, (e) If there should be filed any action, suit or proceeding by or against Tenant seeking the appointment of a receiver of any property of Tenant in or upon the Leasehold Realty, (f) If the interest of the Tenant in the Leasehold Realty shall be sold under execution or other legal process.
24. **LANDLORD REMEDIES.** In the event Tenant is in default under the terms of this Lease, then Landlord, in addition to its other remedies provided in this Lease or permitted by law, shall have the following specific rights and remedies:
- a. Landlord shall have the immediate right of re-entry, the right to immediately terminate this Lease and/or the right to institute proceedings to recover possession of the Leasehold Realty by summary proceedings, as provided by Michigan statutes. In the event Landlord at any time exercises any of its foregoing rights, in addition to any other remedies it may have, Landlord may recover from Tenant all damages it may incur by reason of such breach, together with all costs of recovering the Leasehold Realty, together with all reasonable attorney fees incidental thereto.
 - b. Should Landlord elect to re-enter the Leasehold Realty or take possession thereof pursuant to legal proceedings or any notice provided for by law, Landlord may either terminate this Lease without waiving its right to damages, or from time to time, without terminating this Lease, relet the Leasehold Realty or any part thereof on such terms and conditions as Landlord shall in its sole discretion deem advisable. The avails of such reletting shall be applied: first, to the payment of any indebtedness of Tenant to Landlord other than rent due hereunder, including all collection and Court costs and actual attorney fees suffered in recovering and reletting the Leasehold Realty; second, to the payment of any reasonable costs of such reletting, including the cost of any brokerage fees and reasonable alterations and repairs to the Leasehold Realty; third, to the payment of rent due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied to payment of future rents as the same become due and payable hereunder.

If such rent is received from such reletting during any month is less than that to be paid during that month by Tenant hereunder, or if Landlord does not relet the Leasehold Realty, Tenant shall pay any such rental deficiency to Landlord. Such

deficiency shall be calculated and paid monthly. No such re-entry or taking possession of said Leasehold Realty by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to Tenant, or unless termination thereof be decreed by a Court of competent jurisdiction. Notwithstanding any such reletting without termination, Landlord may at any time thereafter, elect to terminate this Lease for such previous breach.

- c. If Tenant shall be in default of this Agreement, any personal property or equipment or sign, interior or exterior, that Tenant leaves on the Leasehold Realty after vacating the same shall be deemed to have been abandoned, and may either be (i) retained by Landlord as the property of Landlord, (ii) removed from the Leasehold Realty and stored by Landlord at the expense of Tenant or (iii) or disposed of at public or private sale as Landlord sees fit. The proceeds from the sale of any property of Tenant sold at public or private sale or the then current market value of such property as may be retained by Landlord shall be applied by the Landlord against (1) the expenses of Landlord for removal, storage or sale of the personal property, (2) the arrears of rent or future rent payable under this Lease and (3) any other damages to which Landlord may be entitled under this Lease. The balance of such amounts, if any, shall be given to Tenant.
 - d. All rights and remedies of Landlord under this Agreement shall be cumulative and shall not be exclusive of any other rights and remedies allowed by law, which Landlord is hereby afforded, including without limitation Landlord's right to equitable and/or injunctive relief.
25. **HOLDING OVER.** It is hereby agreed that in the event of the Tenant herein holding over after the expiration of the term of this Lease, thereafter the tenancy shall be from month to month, based upon the terms and conditions of this Lease, in the absence of a notice of termination or a written agreement to the contrary.
26. **RE-RENTING.** Tenant hereby agrees that for a period commencing 90 days prior to the expiration of the term hereof, Landlord may show the Leasehold Realty to prospective tenants and may display in and about the Leasehold Realty and in the windows thereof, the usual and ordinary "To Rent" signs.
27. **QUIET ENJOYMENT.** The Landlord covenants that the Tenant, on payment of all of its obligations hereunder and performance of all the covenants aforesaid, shall and may peacefully have, hold and enjoy the Leasehold Realty for the term hereof.
28. **BROKERS.** Tenant warrants that it has not retained any real estate brokers who are entitled to compensation with respect to the present Commercial Lease transaction, and agrees to indemnify and hold Landlord harmless in such regards.
29. **NON-WAIVER.** Waiver of any one breach of the covenants or conditions of this Lease or the nonperformance of the same for any particular time shall not be construed as a waiver of any succeeding breaches of the same or any other covenant or condition hereof. Consent or approval by Landlord to or of any act by Tenant requiring Landlord's consent or approval

shall not be deemed to waive or render unnecessary Landlord's consent or approval to or of any subsequent similar act by Tenant.

30. **ESTOPPEL CERTIFICATE.** The Tenant agrees at any time and from time to time upon not less than thirty (30) days prior written request by the Landlord to execute, acknowledge and deliver to the Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect, provided that the same is true (or if there have been modifications that the same are in full force and effect as modified, stating the modifications), and the dates to which the rent and other charges have been paid.
31. **NOTICES.** Whenever under this Agreement a provision is made for notice of any kind, it shall be deemed sufficient notice and service thereof if such notice to the Tenant is in writing addressed to the Tenant at its last known post office address or at the Leasehold Realty and deposited in the U.S. mail with postage pre-paid, and if such notice to the Landlord is in writing addressed to the last known post office address of the Landlord and deposited in the U.S. mail with postage pre-paid.
32. **ENTIRE AGREEMENT.** This Agreement sets forth all of the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Leasehold Realty, and Landlord and Tenant respectively acknowledge that there are no other covenants, promises, agreements, representations, inducements, conditions or understandings, either oral or written, between Landlord and Tenant other than as herein set forth. No alterations, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by each party.
33. **CAPTIONS.** The captions of the Paragraphs of this Agreement are inserted and included solely for convenience and shall never be considered or given any significance as to construction or interpretation of any part of this Lease.
34. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan. If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by the law.
35. **TIME OF THE ESSENCE.** Time shall be of the essence in the performance of all obligations under this Lease.
36. **GENDER.** All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders, and the singular shall include the plural and vice versa.
37. **SUCCESSORS.** This Agreement shall inure to the benefit of and be binding upon the parties hereto, as well as their respective heirs, administrators, executors, representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Commercial Lease to be effective as of the day and year first above written.

"TENANT"
Cantina Restaurant Group, LLC


By: Evan D. Chappuies
Its: Member


By: Luther Kurtz
Its: Member

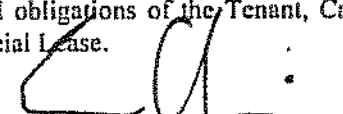
"LANDLORD"
Celebrate Me Home LLC

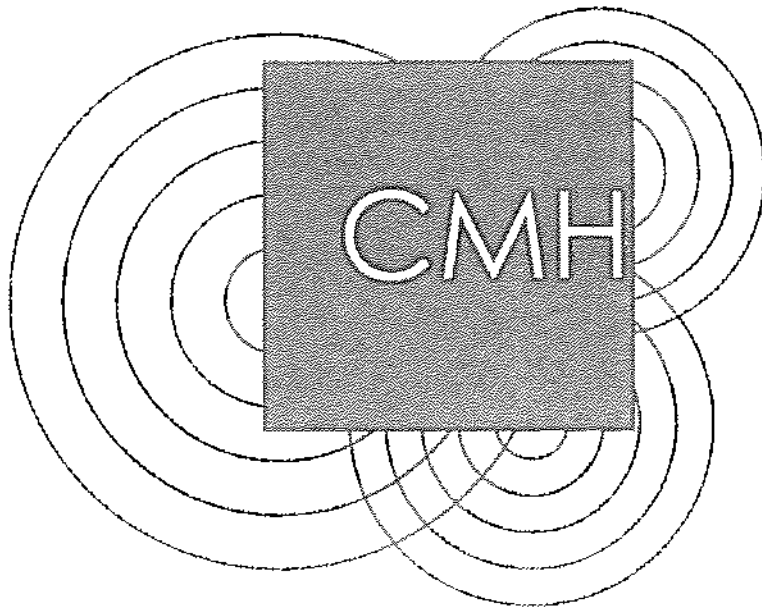

By: Luther Kurtz
Its: Member

GUARANTY

The undersigned, Evan D. Chappuies, hereby personally guarantees to the Landlord, Celebrate Me Home LLC, the full and prompt performance of all obligations of the Tenant, Cantina Restaurant Group, LLC, upon and under the foregoing Commercial Lease.

Date: 12/13/16


Evan D. Chappuies



Dear Evan,

Celebrate Me Home LLC is already committed to spending well over \$75,000 on the building project for your restaurant. We are, among other things; pouring a new floor, running utilities to the building, completely replacing the electrical and plumbing, replacing the roof, rebuilding the roof structure, rebuilding the interior walls, pouring a new cement patio, pouring a new pad for the trash and storage containers, installing new equipment and fixtures and replacing the furnace and air conditioning. The current estimated cost is in the \$130,000 range.

I hope this helps with your liquor license.

Best,

-Luther Kurtz
Celebrate Me Home (Managing Member)
231-622-2052

Cantina Restaurant Group, LLC
101 Van Pelt Place
Charlevoix, MI 49720

December 15, 2016

City of Charlevoix
210 State Street
Charlevoix, MI 49720

RE: Liquor License

Dear Joyce,

We have researched acquiring a readily available escrowed liquor license within the City of Charlevoix. We found Roadhouse 757 has a liquor license available for purchase along with the real estate. We contacted the real estate listing agent and found the seller of Roadhouse 757 is unwilling to sell the liquor license separate from the real estate. Cantina is not able to purchase the Roadhouse 757 building due to the cost. Attached you will find a copy of the correspondence with the real estate agent verifying the liquor license cannot be sold separately from the real estate.

Sincerely,

A handwritten signature in black ink, appearing to read 'E. Chappuies', with a stylized flourish at the end.

Evan Chappuies

Report for awarded coverage

On Wednesday, December 14, 2016, 2:42 PM, Mark Snyder <mark-snyder@live.com> wrote:

Good Afternoon Evan,

In discussing the liquor license that Roadhouse 757 has with the owner, he is not interested in selling the license separately from the real estate and the business.

Thank you for your inquiry,

Mark

Mark Snyder
Associate Broker
Pat O'Brien & Associates Real Estate
Cell/Text [231-675-7711](tel:231-675-7711)
mark-snyder@live.com



Michigan Department of Licensing and Regulatory Affairs
Liquor Control Commission (MLCC)
Toll-Free: 866-813-0011 • www.michigan.gov/lcc

Retail License & Permit Application

For more information on retail licenses and permits, please visit the Liquor Control Commission's frequently asked questions website [by clicking this link](#).

Before you begin filling out the attached application, please review this checklist for the forms and documents you will need to submit with your completed application form.

The attached LCC-100 form will automatically calculate fees when opened using Adobe Acrobat Reader. The form's functionality may not work with third-party PDF readers. You may download a free copy of Adobe Acrobat Reader on the Adobe website: <https://get.adobe.com/reader/>

- ☒ Completed Retail License & Permit Application (Form LCC-100, attached)
- ☐ Livescan Fingerprint Form* (attached)
- ☒ Inspection, License, and Permit Fees
- ☒ Local Government Authorization (Form LCC-106) - For a new on-premises license only
- ☐ Purchase agreement - For the transfer of ownership of a license

Are you transferring stock or membership interest? If yes, use the License Interest Transfer Application (LCC-101).

If applicant is a corporation also include (pursuant to R 436.1109):

- ☐ Report of Stockholders/Member/Partners (Form LCC-301)
- ☐ Copy of Articles of Incorporation filed with the Corporations Division of the Department of Licensing & Regulatory Affairs
- ☐ Current Certificate of Good Standing from the state where incorporated and Certificate of Authority to Do Business in Michigan, if incorporated outside of Michigan.
- ☐ Certified copy of the minutes of a meeting of its board of directors or a statement signed by an officer of the corporation naming the persons authorized by corporate resolution to sign the application and other documents required by the Commission or Part 3 of Form LCC-301.

If applicant is a limited liability company also include (pursuant to R 436.1110):

- ☒ Report of Stockholders/Member/Partners (Form LCC-301)
- ☒ Copy of Articles of Organization filed with the Corporations Division of the Department of Licensing & Regulatory Affairs
- ☒ Copy of the operating agreement or bylaws of the applicant company
- ☐ Current Certificate of Authority to Do Business in Michigan, if the LLC is a non-Michigan LLC.
- ☒ Statement signed by a manager of the limited liability company or by at least 1 member if management is reserved to the members naming the person authorized to sign the application and other documents required by the Commission or Part 3 of Form LCC-301.

If applicant is a limited partnership also include (pursuant to R 436.1111):

- ☐ Report of Stockholders/Member/Partners (Form LCC-301)
- ☐ Copy of the partnership agreement of the applicant limited partnership
- ☐ Each general partner of a partnership shall sign the application, bond, and other papers filed in connection with securing a new license or transferring an existing license. This requirement may be waived by the Commission upon showing of good cause, which must be submitted in writing.

*Fingerprints are required for applicants that have not been fingerprinted for MLCC licensure in the past and will hold 10% or more interest in a license or applicant entity.



Michigan Department of Licensing and Regulatory Affairs
Liquor Control Commission (MLCC)
Toll-Free: 866-813-0011 - www.michigan.gov/lcc

Business ID: _____

Request ID: _____

(For MLCC Use Only)

Retail License & Permit Application

For information on retail licenses and permits, including a checklist of required documents for a completed application, please visit the Liquor Control Commission's frequently asked questions website [by clicking this link](#).

Part 1 - Applicant Information

Individuals, please state your legal name. Corporations or Limited Liability Companies, please state your name as it is filed with the State of Michigan Corporation Division.

Applicant name(s): Cantina Restaurant Group, LLC	
Address to be licensed: 101 Van Pelt Pl	
City: Charlevoix	Zip Code: 49720
City/township/village where license will be issued: City of Charlevoix	County: Charlevoix
Federal Employer Identification Number (FEIN): 81-4283631	

1. Are you requesting a new license? ☒ Yes ☐ No
2. Are you applying ONLY for a new permit or permission? ☐ Yes ☒ No
3. Are you buying an existing license? ☐ Yes ☒ No
4. Are you modifying the size of the licensed premises? ☐ Yes ☒ No
If Yes, specify: ☐ Adding Space ☐ Dropping Space ☐ Redefining Licensed Premises
5. Are you transferring the location of an existing license? ☐ Yes ☒ No
6. Is this license being transferred as the result of a default or court action? ☐ Yes ☒ No
7. Do you intend to use this license actively? ☒ Yes ☐ No

Leave Blank - MLCC Use Only

Part 2 - License Transfer Information (If Applicable)

If transferring ownership of a license ONLY and not transferring the location of a license, fill out only the name of the current licensee(s)

Current licensee(s):	
Current licensed address:	
City:	Zip Code:
City/township/village where license is issued:	County:

Part 3 - Licenses, Permits, and Permissions

Off Premises Licenses - Applicants for off premises licenses, permits, and permissions (e.g. convenience, grocery, specialty food stores, etc.) must complete the attached Schedule A and return it with this application. Transfer the fee calculations from the Schedule A to Part 4 below.

On Premises Licenses - Applicants for on premises licenses, permits, and permissions (e.g. restaurants, hotels, bars, etc.) must complete the attached Schedule A and return it with this application. Transfer the fee calculations from the Schedule A to Part 4 below.

Part 4 - Inspection, License, and Permit Fees - Make checks payable to State of Michigan

Inspection Fees - Pursuant to MCL 436.1529(4) a nonrefundable inspection fee of \$70.00 shall be paid to the Commission by an applicant or licensee at the time of filing of a request for a new license or permit, a request to transfer ownership or location of a license, a request to increase or decrease the size of the licensed premises, or a request to add a bar. Requests for a new permit in conjunction with a request for a new license or transfer of an existing license do not require an additional inspection fee.

License and Permit Fees - Pursuant to MCL 436.1525(1), license and permit fees shall be paid to the Commission for a request for a new license or permit or to transfer ownership or location of an existing license.

Inspection Fees:	\$140.00	License & Permit Fees:		TOTAL FEES:	\$140.00
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Schedule A - Licenses, Permits, & Permissions

Applicant name: Cantina Restaurant Group, LLC

Off Premises License Type:	Base Fee:	Fee Code ALCC Use Only
New Transfer		
☒ ☐ SDM License	\$100.00	4012
☐ ☐ SDD License	\$150.00	
☐ ☐ Resort SDD License	Upon Licensure/\$150.00	

Off Premises Permits:	Base Fee:
☐ Sunday Sales Permit (AM)*	\$160.00
☐ Sunday Sales Permit (PM)** (Held with SDD License)	\$22.50
☐ Catering Permit	\$100.00
☐ Secondary Location Permit - Complete Form LCC-201	
☐ Beer and Wine Tasting Permit	No charge
☐ Living Quarters Permit	No charge

On/Off Premises Permission Type:	Base Fee:
☐ Off-Premises Storage	No charge
☐ Direct Connection(s)	No charge
☐ Motor Vehicle Fuel Pumps	No charge

*Sunday Sales Permit (AM) allows the sale of liquor, beer, and wine on Sunday mornings between 7:00am and 12:00 noon, if allowed by the local unit of government.

**Sunday Sales Permit (PM) allows the sale of liquor on Sunday afternoons and evenings between 12:00 noon and 2:00am (Monday morning), if allowed by the local unit of government. No Sunday Sales Permit (PM) is required for the sale of beer and wine on Sunday after 12:00 noon. The Sunday Sales Permit (PM) fee is 15% of the fee for the license that allows the sale of liquor. Additional bar fees and B-Hotel room fees are also calculated as part of the permit fee.

Licenses, permits, and permissions selected on this form will be investigated as part of your request. Please verify your information prior to submitting your application, as some licenses, permits, or permissions cannot be added to your request once the application has been sent out for investigation by the Enforcement Division.

Inspection, License, Permit, & Permission Fee Calculation

Number of Licenses: 2 x \$70.00 Inspection Fee

Total Inspection Fee(s): Fee Code: 4036 \$140.00

Total License Fee(s):

Total Permit Fee(s):

TOTAL FEES DUE: \$140.00

Please note that requests to transfer SDD licenses will require the payment of additional fees based on the seller's previous calendar year's sales. These fees will be determined prior to issuance of the license to the applicant.

Make checks payable to State of Michigan

On Premises License Type:	Base Fee:	Fee Code ALCC Use Only
New Transfer		
☐ ☐ B-Hotel License	\$600.00	
Number of guest rooms: <u> </u>		
☐ ☐ A-Hotel License	\$250.00	
Number of guest rooms: <u> </u>		
☒ ☐ Class C License	\$600.00	4012
☐ ☐ Tavern License	\$250.00	
☐ ☐ Resort License	Upon Licensure	
☒ ☐ Redevelopment License	Upon Licensure	
☐ ☐ Brewpub License	\$100.00	
☐ ☐ G-1 License	\$1,000.00	
☐ ☐ G-2 License	\$500.00	
☐ ☐ Aircraft License	\$600.00	
☐ ☐ Watercraft License	\$100.00	
☐ ☐ Train License	\$100.00	
☐ ☐ Continuing Care Retirement Center License	\$600.00	

B-Hotel or Class C Licenses Only:

☐ ☐ Additional Bar(s)

Number of Additional Bars:

B-Hotel or Class C licenses allow licensees to have one (1) bar within the licensed premises. A \$350.00 licensing fee is required for each additional bar over the one (1) bar that comes with the license.

On Premises Permits:	Base Fee:
☒ Sunday Sales Permit (AM)*	\$160.00 4033
☒ Sunday Sales Permit (PM)**	\$90.00 4032
☐ Catering Permit	\$100.00
☐ Banquet Facility Permit - Complete Form LCC-200	

A Banquet Facility Permit is an extension of the license at a different location. It may have its own permits and permissions. It is not a banquet room on the licensed premises.

☒ Outdoor Service	No charge
☐ Dance Permit	No charge
☒ Entertainment Permit	No charge
☐ Extended Hours Permit:	No charge

☐ Dance ☒ Entertainment Days/Hours:

☐ Specific Purpose Permit: No charge

Activity requested:

Days/Hours requested:

☐ Living Quarters Permit	No charge
☐ Topless Activity Permit	No charge

Part 5a - Information on Individual Applicant, Stockholder, Member, or Limited Partner 1st Member

Each individual, stockholder, member, or partner must complete Part 5a, 5b, and 5c. If a stockholder or member of an applicant company is a corporation or limited liability company, complete Part 5a and 5c and submit a completed Form LCC-301.

For applications with multiple individuals, stockholders, members, or partners - each person or entity must complete a separate copy of this page.

Name: Evan D. Chappules		
Home address: 105 W. Upright Street		
City: Charlevoix	State: MI	Zip Code: 49720
Business Phone:	Cell Phone: 231-350-8964	Email: evanchappules@yahoo.com
Have you ever been licensed by the Michigan Liquor Control Commission (MLCC) or do you currently hold an interest in any other licenses issued by the MLCC? If Yes, please list business ID numbers below. If you hold interest in 2 or more locations under the same name, please also write chain "below": ☒ Yes ☐ No D&E Hodgson, Inc #235040		
Do you hold 10% or more interest in the applicant entity? ☒ Yes ☐ No If you answered "no" to the first question and "yes" to the second question, you must submit fingerprints and undergo an investigation by the MLCC. Please see the attached instructions for submitting fingerprints to the MLCC. You must submit a copy of the completed and endorsed "LiveScan Fingerprint Background Request" with your application.		

Part 5b - Personal Information (Individuals)

Date of Birth:	Social Security Number:	Driver's License Number:
Are you a citizen of the United States of America?		☒ Yes ☐ No
Have you ever legally changed your name?		☐ Yes ☒ No
If you answered "yes", please list your prior name(s) (including maiden):		
Spouse's full name (if currently married): Samantha Rose Chappules		
Spouse's date of birth:	Is your spouse a citizen of the United States of America? ☒ Yes ☐ No	
Do you or your spouse hold any position, either by appointment or election, which involves the duty to enforce any penal law of the United States of America, or the penal laws of the State of Michigan, or any penal ordinance or resolution of any municipal subdivisions of the State of Michigan? ☐ Yes ☒ No		
Does your spouse hold a retail, manufacturer, or wholesaler license issued by the MLCC?		☐ Yes ☒ No
Have you ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local ordinance violations? If Yes, list below (attach additional pages if necessary):		☒ Yes ☐ No
Date	City/State	Charge
2002	Bozoyne City, MI	OUIL
		Fine & Costs
Has your spouse ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local ordinance violations? If Yes, list below (attach additional pages if necessary):		☐ Yes ☒ No
Date	City/State	Charge
		Disposition

Part 5c - Signature

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing false or fraudulent information is a violation of the Liquor Control Code pursuant to MCL 436.2003. (This form must be signed by the person whose information it contains).

Evan D. Chappules

Print Name

Signature

Date

12/13/16

Part 5a - Information on Individual Applicant, Stockholder, Member, or Limited Partner

2nd Member

Each individual, stockholder, member, or partner must complete Part 5a, 5b, and 5c. If a stockholder or member of an applicant company is a corporation or limited liability company, complete Part 5a and 5c and submit a completed Form LCC-301.

For applications with multiple individuals, stockholders, members, or partners - each person or entity must complete a separate copy of this page.

Name: Luther J. Kurtz		
Home address: 427 Michigan Ave		
City: Charlevoix	State: MI	Zip Code: 49720
Business Phone:	Cell Phone: 231-622-2052	Email: lutherkurtz@hotmail.com
Have you ever been licensed by the Michigan Liquor Control Commission (MLCC) or do you currently hold an interest in any other licenses issued by the MLCC? If Yes, please list business ID numbers below. If you hold interest in 2 or more locations under the same name, please also write chain "below": ☒ Yes ☐ No		
Adventure Center USA, LLC #237746		
Do you hold 10% or more interest in the applicant entity? ☒ Yes ☐ No		
If you answered "no" to the first question and "yes" to the second question, you must submit fingerprints and undergo an investigation by the MLCC. Please see the attached instructions for submitting fingerprints to the MLCC. You must submit a copy of the completed and endorsed "LiveScan Fingerprint Background Request" with your application.		

Part 5b - Personal Information (Individuals)

Date of Birth:	Social Security Number:	Driver's License Number:
Are you a citizen of the United States of America? ☒ Yes ☐ No		
Have you ever legally changed your name? ☐ Yes ☒ No		
If you answered "yes", please list your prior name(s) (including maiden):		
Spouse's full name (if currently married): Mary Margaret Kurtz		
Spouse's date of birth:	Is your spouse a citizen of the United States of America? ☒ Yes ☐ No	
Do you or your spouse hold any position, either by appointment or election, which involves the duty to enforce any penal law of the United States of America, or the penal laws of the State of Michigan, or any penal ordinance or resolution of any municipal subdivisions of the State of Michigan? ☐ Yes ☒ No		
Does your spouse hold a retail, manufacturer, or wholesaler license issued by the MLCC? ☐ Yes ☒ No		
Have you ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local ordinance violations? If Yes, list below (attach additional pages if necessary): ☒ Yes ☐ No		
Date	City/State	Charge
1995 & 1996	Charlevoix, MI	MIP
Disposition		
Fine & Costs		
Has your spouse ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local ordinance violations? If Yes, list below (attach additional pages if necessary): ☐ Yes ☒ No		
Date	City/State	Charge
Disposition		

Part 5c - Signature

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing false or fraudulent information is a violation of the Liquor Control Code pursuant to MCL 436.2003. (This form must be signed by the person whose information it contains).

Luther J. Kurtz

Luther Kurtz

Print Name

Signature

Date

12-13-16

Part 6 - Contact Information

Provide information on the contact person for this application. Please note that corporations and limited liability companies must provide documentation (e.g. meeting minutes, corporate resolution) authorizing anyone other than the applicant or an attorney of record to be the contact person. If an authorization is not provided, your contact person will not be acknowledged if they are anyone other than the applicant or attorney.

What is your preferred method of contact?		☐ Phone	☐ Mail	☒ Email	☐ Fax
What is your preferred method for receiving a Commission Order?		☒ Mail	☐ Email	☐ Fax	
Contact name: Robert B. Hoffman, CPA	Relationship: Accountant				
Mailing address: 108 Michigan Ave Charlevoix, MI 49720					
Phone: 231-547-2663	Fax number: 231-547-2183	Email: bob@hoffmancpafirm.com			

Part 7 - Attorney Information (If You Have An Attorney Representing You For This Application)

Attorney name:		Member Number: P-	
Attorney address:			
Phone:	Fax number:	Email:	
Would you prefer that we contact your attorney for all licensing matters related to this application?		☐ Yes ☐ No	
Would you prefer any notices or closing packages be sent directly to your attorney?		☐ Yes ☐ No	

Part 8 - Signature of Applicant

Be advised that the information contained in this application will only be used for this request. This section will need to be completed for each subsequent request you make with this office.

Notice: When purchasing a license, a buyer can be held liable for tax debts incurred by the previous owner. Prior to committing to the purchase of any license or establishment, the buyer should request a tax clearance certificate from the seller that indicates that all taxes have been paid up to the date of issuance. Obtaining sound professional assistance from an attorney or accountant can be helpful to identify and avoid any pitfalls and hidden liabilities when buying even a portion of a business. Sellers can make a request for the tax clearance certificate through the Michigan Department of Treasury.

Under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcements officials who have jurisdiction over the licensee. Approval of this application by the Michigan Liquor Control Commission does not waive any of these requirements. The licensee must obtain all other required state and local licenses, permits, and approvals for this business before using this license for the sale of alcoholic liquor on the licensed premises.

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing false or fraudulent information is a violation of the Liquor Control Code pursuant to MCL 436.2003.

The person signing this form has demonstrated that they have authorization to do so and have attached appropriate documentation as proof.

Evan D. Chappules Member

Print Name of Applicant & Title



Signature of Applicant

12/13/16

Date

Please return this completed form along with corresponding documents and fees to:

Michigan Liquor Control Commission

Mailing address: P.O. Box 30005, Lansing, MI 48909

Hand deliveries or overnight packages: Constitution Hall - 525 W. Allegan, Lansing, MI 48933

Fax to: 517-373-4202



Michigan Department of Licensing and Regulatory Affairs
Liquor Control Commission (MLCC)
Toll-Free: 866-813-0011 - www.michigan.gov/lcc

Business ID: _____

Request ID: _____

(For MLCC Use Only)

Report of Stockholders, Members, or Partners

(Authorized by MCL 436.1529(1), R 436.1051, and R 436.1110)

Part 1 - Licensee Information

Please state your name as it is filed with the State of Michigan Corporation Division.

Licensee name(s): Cantina Restaurant Group, LLC

Address: 101 Michigan Ave

City: Charlevoix

Zip Code: 49720

Part 2a - Corporations - Please complete this section and attach more copies of this page if more room is needed.

Name and address of all stockholders:	No. of Shares Issued:	Date Issued/Acquired:
Name and address of Corporate Officers and Directors, pursuant to administrative rule R 436.1109:		

Part 2b - Limited Liability Companies - Please complete this section and attach more copies of this page if more room is needed.

Name and address of all members:	Percent % Issued:	Date Issued/Acquired:
Evan D. Chappules 105 W Upright Street Charlevoix, MI 49720	50	December 5, 2016
Luther J. Kurtz 427 Michigan Ave Charlevoix, MI 49720	50	December 5, 2016
Name and address of Managers and Assignees, pursuant to administrative rule R 436.1110:		
Evan D. Chappules 105 W Upright Street Charlevoix, MI 49720		
Luther J. Kurtz 427 Michigan Ave Charlevoix, MI 49720		



Michigan Department of Licensing and Regulatory Affairs
Liquor Control Commission (MLCC)
Toll-Free: 866-813-0011 - www.michigan.gov/lcc

Business ID: _____

Request ID: _____

(For MLCC Use Only)

Report of Stockholders, Members, or Partners

(Authorized by MCL 436.1529(1), R 436.1051, and R 436.1110)

Part 2c - Limited Partnerships - Please complete this section and attach more copies of this page if more room is needed.

Name and address of all partners:	Percent % Issued:	Date Issued/Acquired:
Name and address of Managers, pursuant to administrative rule R 436.1111:		

Part 3 - Authorized Signers (Authorized in compliance with R 436.1109(1)(c) for a corporation or R 436.1110(1)(g) for a limited liability company)

Name & Title: Evan D. Chappules Member

Name & Title: Luther J. Kurtz Member

Name & Title: _____

Name & Title: _____

Name & Title: _____

Part 4 - Signature of Applicant or Licensee

I certify that the authorized signers under Part 3 of this form have been authorized in compliance with R 436.1109(1)(c) for a corporation or R 436.1110(1)(g) for a limited liability company.

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing false or fraudulent information is a violation of the Liquor Control Code pursuant to MCL 436.2003.

The person signing this form has demonstrated that they have authorization to do so and have attached appropriate documentation as proof.

Even D. Chappules Member

Print Name of Applicant or Licensee & Title

Signature of Applicant or Licensee

Date

12/13/16

Please return this completed form to:
Michigan Liquor Control Commission
Mailing address: P.O. Box 30005, Lansing, MI 48909

Hand deliveries or overnight packages: Constitution Hall - 525 W. Allegan, Lansing, MI 48933
Fax to: 517-763-0059

*Of the United States,
in Order to form a more perfect Union,
establish Justice, insure domestic Tranquillity,
provide for the common defence,
promote the general Welfare, and secure
the Blessings of Liberty to ourselves and
our Posterity, do hereby constitute this
Constitution for the United States of America.*

SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FIRMA DEL TITULAR

USA



Type / Type / Tipo: P Country / Country / País: USA Passport No. / No. du Passeport / No. de Pasaporte: 441765129

Surname / Name / Age / Sex

CHAPPUÏES

Given Names / Prénoms / Nombres

EVAN DUANE

EVAN DOANE
Nationality / Nationalité / Nacionalidad

UNITED STATES OF AMERICA

Date of birth / Date de naissance / fecha de nacimiento

Place of birth / Lieu de naissance / Lugar de nacimiento

MICHIGAN, U.S.A.

Date of Issue / Date de délivrance / Fecha de expedición

03-Apr-2008

03-Apr-2008
Date of expiration / Date d'expiration / Fecha de caducidad

02 Apr 2018

02.Apr. 2016
Endorsements / Mentions Spéciales / Agradecimientos

SEE PAGE 27

Sex / Seks / Sexo

M

Authority / Autorité / Autoridad

United States

Department of State

[illegible]

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AGREEMENT RELATING TO OPERATING PROCEDURES

OF

CANTINA RESTAURANT GROUP, LLC

THIS AGREEMENT is made on December 5, 2016, between Evan D. Chappuis and Luther J. Kurtz (collectively the "Members" and individually the "Member") and Cantina Restaurant Group, LLC (the "Company").

RECITAL:

The Members desires to form a Limited Liability Company pursuant to the Michigan Limited Liability Company Act 23, Public Acts of 1993 ("Act") on the terms and conditions set forth in this Agreement.

AGREEMENT:

The Members, therefore, state as follows:

Article I

Organization

1.1 Formation. The Members form a Limited Liability Company pursuant to the Act. The Company is neither a corporation, general partnership, limited partnership, joint venture, nor sole proprietorship and no Member shall be construed to be a partner or shareholder in the Company. The relationships established by this Agreement shall exist solely as set forth in this Agreement.

1.2 Name. The name of the Company shall be CANTINA RESTAURANT GROUP, LLC and all business shall be conducted under such name, or such other names as may be determined by the Members and duly authorized by the Company.

1.3 Registered Office. The registered office of the Company shall be located in the State of Michigan at 108 Michigan Ave, Charlevoix, Michigan 49720, or such other locations as shall be designated from time to time by the Members. The Company may also have offices in such other places as the Members may from time to time decide, or as the business of the Company may require.

1.4 Effective Date and Term. The Company formed pursuant to this Agreement shall be effective as of the date that the Articles of Organization are filed with the Michigan Department of Commerce and shall continue until it is dissolved or terminated pursuant to the Act or any provision of this Agreement.

1.5 Purpose of Business. The Company may engage in any lawful activity in which a Limited Liability Company may engage pursuant to the Michigan Limited Liability Company Act, including, but not limited to, food beverage service.

1.6 Liability. No Member shall be liable for any debt, obligation, or liability of the Company except to the extent expressly assumed.

1.7 Management of the Company. The management of the Company shall in all respects be the full and complete responsibility of the Managers as elected by the Members. At the current time two Managers shall be elected and serve until such time as the Members elect new Managers. No Manager shall have any liability as a Manager of the Company or any liability to the Company or its Members for breach of any duty established by the Act; provided, however, that this Article does not eliminate or limit the liability of a manager for any of the following: 1) The receipt of financial benefit to which the manager is not entitled; 2)

Liability under Section 308 of the Act; 3) A Knowing violation of the law; and 4) An act of omission occurring before the date this provision becomes effective. The Managers so elected are Evan D. Chappuies and Luther J. Kurtz.

Article II
Ownership

2.1 Ownership. The initial ownership in the Company shall be as follows:

Evan D. Chappuies	50%
Luther Kurtz	50%

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year written above.

MEMBERS:

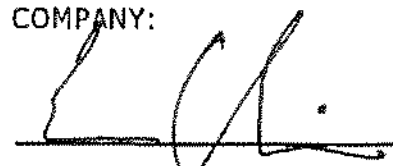


Evan D. Chappuies



Luther J. Kurtz

COMPANY:



Evan D. Chappuies, Manager

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
FILING ENDORSEMENT

This is to Certify that the ARTICLES OF ORGANIZATION (DOMESTIC L.L.C.)

for

CANTINA RESTAURANT GROUP, LLC

ID NUMBER: F0522X

received by facsimile transmission on October 26, 2016 is hereby endorsed.

Filed on October 31, 2016 by the Administrator.

This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.



Sent by Facsimile Transmission

In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 31st day of October, 2016.

Julia Dale

Julia Dale, Director
Corporations, Securities & Commercial Licensing Bureau

CSCL/CD-702 (Rev. 05/15)

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU			
Date Received	(FOR BUREAU USE ONLY)		
This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.			
Name	HOFFMAN CPA FIRM, PLC		
Address	108 MICHIGAN AVE.		
City	State	ZIP Code	
CHARLEVOIX	MI	49720	
EFFECTIVE DATE:			

Document will be returned to the name and address you enter above.
If left blank document will be mailed to the registered office.

ARTICLES OF ORGANIZATION

For use by Domestic Limited Liability Companies

(Please read information and instructions on the last page)

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned executes the following Certificate:

B

ARTICLE I

The name of the limited liability company is: Cantina Restaurant Group, LLC

ARTICLE II

The purpose or purposes for which the limited liability company is formed is to engage in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan.

ARTICLE III

The duration of the limited liability company if other than perpetual is:

ARTICLE IV

1. The name of the resident agent at the registered office is: Evan D. Chappules

2. The street address of the location of the registered office is:

108 Michigan Ave Charlevoix, Michigan 49720
(Street Address) (City) (ZIP Code)

3. The mailing address of the registered office, if different than above:

_____, Michigan _____
(Street Address or P.O. Box) (City) (ZIP Code)

ARTICLE V (Insert any desired additional provision authorized by the Act; attach additional pages if needed.)

Signed this 26th day of October, 2016

By

Robert B. Hoffman

(Type or Print Name(s) of Officer(s))

Prepared by: HOFFMAN CPA FIRM, PLC

10/26/2016 4:49PM (GMT-04:00)

Articles Attachment for 700

Article V

The Company shall be managed by one or more managers as elected by the Members.

Article VI

No manager or member shall have any liability as a manager of the company or any liability to the company or its members for breach of any duty established in Section 404 of the Act; provided, however, that this article does not eliminate or limit the liability of a member acting as a manager for any of the following:

1. The receipt of financial benefit to which the member acting as a manager is not entitled.
2. Liability under Section 308 of the Act.
3. A knowing violation of the law.
4. An act or omission occurring before the date when this provision becomes effective.

**MINUTES OF THE
MEMBERS
OF
CANTINA RESTAURANT GROUP, LLC**

Pursuant to waiver of notice (copies of which are attached), a special meeting of the Members of the above corporation was held on December 05, 2016 at 10:00 AM at the corporation's place of business.

The purpose of the meeting: To authorize a Manager to take whatever action is necessary, including signing all documents, in connection with applications for liquor license with the State of Michigan and City of Charlevoix.

I. QUORUM. A quorum was declared present based on the presence of the Members of the LLC.

The following Company actions were taken by appropriate motions duly made, seconded, and adopted by the unanimous vote of the Members entitled to vote.

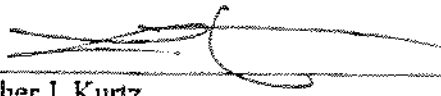
II. ESTABLISH BANKING RELATIONSHIP. The Managers are authorized to open accounts with Charlevoix State Bank.

III. MANAGER CHOSEN IN CONNECTION WITH LIQUOR LICENSE APPLICATIONS. The manger so chosen to take whatever action is necessary, including signing all documents, in connection with applications for liquor license with the State of Michigan and City of Charlevoix is Evan D. Chappuies.

There being no further business, the meeting was duly adjourned.



Evan D. Chappuies
Member



Luther J. Kurtz
Member